

Panaji, 19th October, 2017 (Asvina 27, 1939)

SERIES II No. 29

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 28 dated 12-10-2017 as follows:—

- (1) Extraordinary dated 12-10-2017 from pages 1679 to 1680 regarding Orders from Department of Finance.
- (2) Extraordinary (No. 2) dated 13-10-2017 from pages 1681 to 1686 regarding Notifications from Department of Finance & Notification from Department of Panchayati Raj & Community Development.

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Education

Order

No. SCERT/RTE/Acad.Auth./2016-17/624/613

- Read Order: 1) No. SCERT/RTE/Acad Auth/2016-17/624 dated 15-7-2016.
- 2) No. SCERT/RTE/Acad Auth /2016-17/624/2134 dated 29-11-2016.
- 3) No. SCERT/RTE/Acad. Auth/2016-17/624/25 dated 31-03-2017.
- 4) No. SCERT/RTE/Acad. Auth/2016-17/624/355 dated 25-7-2017.

Sanction of the Government is hereby conveyed further to extend the time limit given to Committee constituted vide Order No. SCERT/RTE/Acad auth/2016-17/624 dated 15-07-2016 for submitting its report by 31st December, 2017.

All other terms and conditions in the order referred shall remain unchanged.

By order and in the name of the Governor of Goa.

G. P. Bhat, Director (Education) ex officio
Jt. Secretary (School Education).

Porvorim, 3rd October, 2017.

Directorate of Higher Education

Order

No. 1/3/2017-DHE/2057

On the recommendation of the Goa Public Service Commission vide its letter No. COM/II/12/78(1)/17/875 dated 22-09-2017, Government is pleased to declare that the following Assistant Professors and Librarian, Government College of Arts, Science and Commerce, Sanquelim have completed their probation period successfully with effect from the dates indicated in column No. 3 against their names and they are confirmed in their respective post with immediate effect accordingly:-

Sr. No.	Name and designation	Date of completion of probation period
1	2	3
1.	Shri Mukund V. Narvekar, Assistant Professor in Political Science	20-07-2016.
2.	Shri Kissan G. Gauns Dessai, Assistant Professor in Computer Science	22-06-2014.
3.	Shri Pravin V. Kamat, Librarian	15-02-2015.

By order and in the name of the Governor of Goa.

Diwan N. Rane, Under Secretary (Higher Education).

Porvorim, 9th October, 2017.

Department of Environment

Order

No. 7/4/98/STE/DIR/Part III/522

- Read: (i) Notification No. 7/4/98/STE-DIR/Part I/922 dated 04-12-2007.
(ii) Addendum No. 7/4/98/STE-DIR/Part I/1545 dated 15-01-2010.
(iii) Addendum No. 7/4/98/STE-DIR/Part I/104 dated 23-04-2015.

Vide above read Notifications, the Government of Goa, in pursuance of Clause (c) of Rule 2 of the Noise Pollution (Regulation and Control) Rules, 2000 (hereinafter called the "said Rules"), has designated various Officers as 'Authority' for the maintenance of the ambient air quality standards in respect of noise under the said Rules.

2. The Hon'ble High Court of Bombay at Goa, Panaji vide its directives in MCA No. 588 of 2010 in *Suo Motu Writ Petition No. 4 of 2006 (The Citizens Committee on Noise Pollution v/s State of Goa)*; has directed that the list of the Officers designated as 'Authority' under the said Rules, should be published for information of the public alongwith details of their telephone numbers.

3. In pursuance of the directives of the Hon'ble High Court, Department of Environment; hereby publishes the names and telephone numbers of the Officers designated as 'Authority' under the said Rules, for general information of the public.

Sr. No.	Name and Designation of the Officer	Office Tel. No.	Fax No.	Mobile No.
1	2	3	4	5
1.	Smt. Neela Mohanan, IAS, Collector & District Magistrate, North Goa, Panaji	2223612 2225383 2427690 2225083	2426492	9822123071
2.	Smt. Anjali Sehrawat, IAS, Collector & District Magistrate, South Goa, Margao	2705333 2702699 2737566 2714907	2733026 2794402	9422439439
3.	Mr. Vikas S. N. Gaunekar, Addl. Collector-(I) & Addl. District Magistrate, North Goa, Panaji	2223418 2225383	2426492	9822153252
4.	Mr. Agnelo Fernandes, Addl. Collector-(I) & Addl. District Magistrate, South Goa, Margao	2794423	2733026	9923991777
5.	Mr. Pundalik Khorjuvekar, Dy. Collector & Sub-Divisional Magistrate, Tiswadi, Panaji	2225511	2225511	9420595095
6.	Mr. Navnath Naik, Dy. Collector & Sub-Divisional Magistrate, Ponda	2312469 2311498	2312469	8605007500
7.	Mr. Gaurish Shankwalkar, Dy. Collector & Sub-Divisional Magistrate, Bardez, Mapusa	2262038 2250398	2262038	9822588399
8.	Mr. Harish Adconkar, Dy. Collector & Sub-Divisional Magistrate, Bicholim	2362058 2360254	2362058	9850065288

1	2	3	4	5
9.	Mr. Sudhir Kerkar, Dy. Collector & Sub-Divisional Magistrate, Pernem	2201142	2201142	9423139899
10.	Mr. Uday Prabhudessai, Dy. Collector & Sub-Divisional Magistrate, Salcete, Margao	2794145	-	9764480571
11.	Mr. Mahadev Araundekar, Dy. Collector & Sub-Divisional Magistrate, Mormugao, Vasco	2512688 2500565	2512688	9422451995
12.	Mr. Prashant Shirodkar, Dy. Collector & Sub-Divisional Magistrate, Quepem	2662228 2662241	2662228	9822137728
13.	Mr. Kedar Naik, Dy. Collector & Sub-Divisional Magistrate, Canacona	2643696	2643696	9823915623
14.	Mr. Agnelo A. Fernandes, Dy. Collector & Sub-Divisional Magistrate, Dharbandora	2614036	2614037	9822151810
15.	Smt. Chandan Chowdhary, IPS, Superintendent of Police (North Goa), Panaji	2416100	2416243	7875756013
16.	Mr. A. K. Gawas, Superintendent of Police (South Goa), Margao	2732218	2733864	7875756005
17.	Mr. Nelson Albuquerque, Sub-Divisional Police Officer, Tiswadi, Panaji	2226519	2226519	7875756021
18.	Smt. Sunita Sawant, Sub-Divisional Police Officer, Ponda	2317978	2317978	7875756035
19.	Mr. Raju Raut Desai, Sub-Divisional Police Officer, Salcete, Margao	2714449 2710656 2714454	2714449	7875756086
20.	Mr. Lawrence D'Souza, Sub-Divisional Police Officer, Mormugao, Vasco	2500222	2500222	7875756048
21.	Mr. Mahesh Gaonkar, Sub-Divisional Police Officer Mapusa-I for Pernem, Mapusa & Anjuna Police Stations	2262207	2262207	7875756025
22.	Mr. Serafin Dias, Sub-Divisional Police Officer, Mapusa-II for Calangute, & Porvorim Police Stations	2412723	2412723	7875756029
23.	Mr. Sammy Tavares, Sub-Divisional Police Officer, Quepem	2663900	2663900	7875756043
24.	Mr. Mahesh Gaonkar, (Incharge presently), Sub-Divisional Police Officer, Bicholim	2363737	2663737	7875756025

This order shall supersede the Order No. 7/4/98/STE-DIR/Part III/234 dated 07-10-2016.

Parag M. Nagarcenkar, Director/ex officio Joint Secretary (Environment).

Porvorim, 27th September, 2017.

Department of Finance

Directorate of Accounts

Office Order No. 718

No. DA./Admn/45-6(Part)/2017-18/TR-1737/74

Government is pleased to order the transfer and posting of the following Assistant Accounts Officers under Common Accounts Cadre shown below with immediate effect in public interest.

Sr. No.	Name of Assistant Accounts officer	Present place of posting	Proposed place of posting
1.	Smt. Liza M. Fernandes e Pereira	Directorate of Health Services, Campal, Panaji-Goa	Directorate of Accounts, Panaji-Goa.
2.	Shri Bernard Devassy	Directorate of Accounts, Panaji-Goa	Directorate of Animal Husbandry & Veterinary Services, Panaji-Goa.
3.	Shri Uday C. Wadkar	Directorate of Accounts, Panaji-Goa	Goa Dental College & Hospital, Bambolim.
4.	Shri Philomeno Pereira	Goa Dental College & Hospital, Bambolim	Directorate of Urban Development, Panaji-Goa thereby relieving Shri Lionel Fernandes, Deputy Director of Accounts of additional charge.
5.	Smt. Savita J. Aguiar	Directorate of Animal Husbandry & Veterinary Services, Panaji-Goa	Captain of Ports, Panaji-Goa.
6.	Smt. Bharati Pai	Captain of Ports, Panaji-Goa	O/o the District Registrar-cum-Head of Notary Services, Panaji-Goa.
7.	Smt. Seema M. P. Dessai	O/o the District Registrar-cum-Head of Notary Services, Panaji-Goa	Directorate of Accounts, Panaji-Goa.

Wherever the transferee does not change his/her place of residence from the old station to new, he/she will not be entitled for availing joining time nor transfer TA as provided under the CCS Rules.

On joining their new assignment, the officers shall send CTC/joining report (2 copies) to this Directorate immediately for records.

The Officers at Sr. Nos. 1, 2 & 3 shall move first.

By order and in the name of the Governor of Goa.

P. R. Pereira, Director & ex officio Joint Secretary (Accounts).

Panaji, 4th October, 2017.

Department of Home

Home—General Division

Order

No. 11/15/2012-HD(G)/2974

Read: Order No. 11/03/2003-HD(G)/P.F./2222 dated 22-07-2015.

Government is pleased to re-constitute a High Powered Committee to decide cases of grant of

financial assistance purely on humanitarian grounds to those persons who were directly or indirectly involved in the freedom struggle of Goa, but could not be declared as freedom fighters under the Freedom Fighters Welfare Rules, 1973/1988/2013, for failing to meet the eligibility conditions/criteria as provided under these Rules. The High Powered Committee shall consists of the following members:-

1. Hon'ble Chief Minister

.... Chairman.

Official Members

- | | | |
|---|------|-------------------|
| 1. The Chief Secretary | | Member. |
| 2. The Secretary (Finance) | | Member. |
| 3. The Addl. Secretary/Joint Secretary (Home) | | Member. |
| 4. The Under Secretary (Home-I) | | Member Secretary. |

Non Official Members

1. Shri Pandurang Kukolienkar, President of Freedom Fighters Association, Ponda-Goa, Ground floor, Gaunekar Building, Shanti Nagar, Ponda-Goa-403401.
2. Shri Chandrakant Pednekar, President of Goa, Daman and Diu, Freedom Fighters Association, Azad Gomantak Dal Memorial Hall, Panaji-Goa.

The terms of reference of the above Committee shall be as under:-

To examine all the applications received for claiming pension under the Freedom Fighter Welfare Rules since 2003 and decide about sanction or otherwise of their cases for grant of one time lump sum amount purely on humanitarian grounds. For this the Committee shall categorize cases for grant of lump sum amount as per pattern of assistance approved by the Finance Department.

1. In cases, where the applicant was imprisoned for less than 15 days in connection with freedom struggle of Goa, Rs. 1 lakh shall be sanctioned.
2. In cases, where the applicant had actually taken part in freedom struggle and was directly involved in the movement, Rs. 50,000/- shall be sanctioned.
3. In cases, other than 1 & 2, where applicant had assisted the Freedom Fighter in freedom struggle, Rs. 25,000/- shall be sanctioned.
4. The above grant shall be subject to the conditions that the recipient/spouse of recipient shall be required to submit written undertaking that no other benefits under the Freedom Fighter Welfare Rules, 2013 shall be claimed by them and by accepting the grant as sanctioned by the High Powered Committee; they shall not make any further representation in this regard.

The tenure of the committee shall be for a period of one year.

The Non-Official members of the Committee shall be entitled for TA/DA at the rates prescribed for Grade-I Officers whenever they are called by the Government for the purpose of Committee meeting.

This order will come in force with immediate effect.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home-I).
Porvorim, 9th October, 2017.

**Department of Information and Publicity****Order**

No. DI/INF/IITF/2017/2656

The Government of Goa is pleased to constitute a Committee for the Technical and Creative presentation and opening of financial bid for tender of concept, design and management of Goa Pavilion at India International Trade Fair (IITF) to be held in New Delhi from November 14 to 27, 2017.

- | | |
|--|-------------------|
| 1. Secretary (Information and Publicity) | Chairman. |
| 2. Director, Directorate of Accounts | Member. |
| 3. Principal Chief Engineer, PWD | Member. |
| 4. Principal, Goa College of Arts | Member. |
| 5. Director, Art and Culture | Member. |
| 6. Jt. Director, Information and Publicity | Member. |
| 7. Director, Information and Publicity | Member Secretary. |

The Selection Committee will meet as and when required for finalization of the bids.

This issues with the approval of Government under U. O. No. 7861/F dated 29-09-2017.

By order and in the name of the Governor of Goa.

T. S. Sawant, Director & ex officio Joint Secretary (Information & Publicity).

Panaji, 4th October, 2017.

**Department of Labour**

Directorate of Skill Development & Entrepreneurship

Order

No. 3/27/2012/SDCT/EST/2518

- Read:-
1. Order No. 2/123/2009/EST/SDCT/(24)/2639 dated 07-12-2007.
 2. Order No. 2/123/2009/EST/SDCT/(24)/4938 dated 09-07-2008.

3. Order No. 2/123/2009/EST/SDCT/(24)/3581 dated 01-07-2009.
4. Order No. 2/123/2009/EST/SDCT/(24)/4648 dated 11-08-2009.
5. Order No. 2/123/2009/EST/SDCT/(24)/2599 dated 16-04-2010.
6. Order No. 2/123/2009/EST/SDCT/(24)/6460 dated 07-09-2010.
7. Order No. 2/123/2009/EST/SDCT/(24)/7010 dated 05-09-2011.
8. Order No. 2/123/2009/EST/SDCT/(24)/7409 dated 07-12-2012.
9. Order No. 2/123/2009/EST/SDCT/(24)/9427 dated 24-10-2013.
10. Order No. 2/123/2009/EST/SDCT/(24)/4091 dated 19-09-2014.
11. Order No. 2/123/2015-SDCT/EST (6)/693 dated 23-02-2016.

The ad hoc promotion of Shri Edwin L. Fernandes, to the post of Principal, Jr. Scale (Group "B") Gazetted is hereby extended for a further period from 01-07-2016 to 30-09-2017 with the same terms and conditions stipulated in the order referred at Sr. No. 1.

This issues with the concurrence of the Goa Public Service Commission vide its communication No. COM/II/11/60(1)/2017/828 dated 22nd September, 2017.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, Director & ex officio Joint Secretary (Skill Development & Entrepreneurship).

Panaji, 4th October, 2017.

Order

No. 3/27/2012/SDCT/EST/2519

- Read:-
1. Order No. 2/123/2009/EST/SDCT/894 dated 21-03-2005.
 2. Order No. 2/123/2009/EST/SDCT/397 dated 08-05-2006.
 3. Order No. 2/123/2009/EST/SDCT/385 dated 20-01-2007.
 4. Order No. 2/123/2009/EST/SDCT/635 dated 30-01-2008.
 5. Order No. 2/123/2009/EST/SDCT dated 27-05-2008.
 6. Order No. 2/123/2009/EST/SDCT/7767 dated 02-12-2008.
 7. Order No. 2/123/2009/EST/SDCT/(15)/508 dated 01-09-2009.
 8. Order No. 2/114/2009/EST/SDCT/(5)/2633 dated 20-04-2010.

9. Order No. 2/123/2010/EST/SDCT/(5)/6641 dated 21-09-2010.
10. Order No. 2/123/2010/EST/SDCT/(5)/7903 dated 04-10-2011.
11. Order No. 2/123/2013/EST/SDCT/(5)/3022 dated 05-03-2013.
12. Order No. 2/123/2013/EST/SDCT/(5)/4093 dated 19-09-2014.
13. Order No. 2/123/2012-SDCT/EST 4828 dated 02-01-2015.
14. Order No. 1/JM/2005/SDCT/EST/1037 dated 23-03-2016.

The ad hoc promotion of Shri Jose Mascarenhas, to the post of Principal, Jr. Scale (Group "B") Gazetted is hereby extended for a further period from 01-11-2016 to 07-09-2017 with the same terms and conditions stipulated in the order referred at Sr. No. 1.

This issues with the concurrence of the Goa Public Service Commission vide its communication No. COM/II/11/60(1)/2017/828 dated 22nd September, 2017.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, Director & ex officio Joint Secretary (Skill Development & Entrepreneurship).

Panaji, 4th October, 2017.

Order

No. 3/27/2012/SDCT/EST/2520

- Read:-
1. Order No. 2/123/2009/EST/SDCT/894 dated 21-03-2005.
 2. Order No. 2/123/2009/EST/SDCT/397 dated 08-05-2006.
 3. Order No. 2/123/2009/EST/SDCT/385 dated 20-01-2007.
 4. Order No. 2/123/2009/EST/SDCT/635 dated 30-01-2008.
 5. Order No. 2/123/2009/EST/SDCT dated 27-05-2008.
 6. Order No. 2/123/2009/EST/SDCT/7767 dated 02-12-2008.
 7. Order No. 2/123/2009/EST/SDCT/(15)/508 dated 01-09-2009.
 8. Order No. 2/114/2009/EST/SDCT/(5)/2633 dated 20-04-2010.
 9. Order No. 2/123/2010/EST/SDCT/(5)/6641 dated 21-09-2010.
 10. Order No. 2/123/2010/EST/SDCT/(5)/7903 dated 04-10-2011.
 11. Order No. 2/123/2013/EST/SDCT/(5)/3022 dated 05-03-2013.

12. Order No. 2/123/2013/EST/SDCT/(5)/4093 dated 19-09-2014.
13. Order No. 2/123/2013/EST/SDCT/(5)/29 dated 02-01-2015.
14. Order No. 2/123/2015-SDCT/EST(5)/694 dated 23-02-2016.

The ad hoc promotion of Shri Ravikiran D. Pawaskar to the post of Principal, Jr. Scale (Group "B") Gazetted is hereby extended for a further period from 01-07-2016 to 07-09-2017 with the same terms and conditions stipulated in the order referred at Sr. No. 1.

This issues with the concurrence of the Goa Public Service Commission vide its communication No. COM/II/11/60(1)/2017/828 dated 22nd September, 2017.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, Director & ex officio Joint Secretary (Skill Development & Entrepreneurship).

Panaji, 4th October, 2017.

Order

No. 3/27/2012/SDCT/EST/2521

- Read:-
1. Order No. 2/123/2009/EST/SDCT/(24)/2639 dated 07-12-2007.
 2. Order No. 2/123/2009/EST/SDCT/(24)/4938 dated 09-07-2008.
 3. Order No. 2/123/2009/EST/SDCT/(24)/3581 dated 01-07-2009.
 4. Order No. 2/123/2009/EST/SDCT/(24)/4648 dated 11-08-2009.
 5. Order No. 2/123/2009/EST/SDCT/(24)/2599 dated 16-04-2010.
 6. Order No. 2/123/2009/EST/SDCT/(24)/6460 dated 07-09-2010.
 7. Order No. 2/123/2009/EST/SDCT/(24)/7010 dated 05-09-2011.
 8. Order No. 2/123/2009/EST/SDCT/(24)/7409 dated 07-12-2012.
 9. Order No. 2/123/2009/EST/SDCT/(24)/9427 dated 24-10-2013.
 10. Order No. 2/123/2009/EST/SDCT/(24)/4091 dated 19-09-2014.
 11. Order No. 2/123/2015-SDCT/EST/(6)/693 dated 23-02-2016.

The ad hoc promotion of Shri M. R. Allabaksh, to the post of Principal, Jr. Scale (Group "B") Gazetted is hereby extended for a further period from 01-07-2016 to 10-09-2017 with the same terms and conditions stipulated in the order referred at Sr. No. 1.

This issues with the concurrence of the Goa Public Service Commission vide its communication No. COM/II/11/60(1)/2017/828 dated 22nd September, 2017.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, Director & ex officio Joint Secretary (Skill Development & Entrepreneurship).

Panaji, 4th October, 2017.

Order

No. 3/27/2012/SDCT/EST/2541

On the recommendation of Goa Public Service Commission vide their communication No. COM/II/11/60(1)/14/883 dated 24th August, 2017, Shri Edwin Fernandes shall hold the post of Principal-Jr. Scale (Group B Gazetted) at Government Industrial Training Institute, Borda, Margao-Goa on officiating basis w.e.f. 01-10-2017 till the position is filled on regular basis by direct recruitment.

The expenditure towards his salary shall be debited to the Budget Head "2230—Labour and Employment; 03—Training; 101—ITI; 04—ITI Centres/Craftsmen Training Scheme (Non-Plan); 01—Salaries".

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, Director & ex officio Joint Secretary (Skill Development & Entrepreneurship).

Panaji, 6th October, 2017.

Notification

No. 28/9/2017-LAB/Part-III/646

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 03-08-2017 in Appln. No. 10/2012 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 12th September, 2017.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Appl. No. 10/2012

Mrs. Jocelyn T. F. D'Souza,
Alto Chicalim,
Vasco-da-Gama (403 711). ... Applicant/Party I
V/s

M/s. J. M. Baxi & Co.,
Colaco Building, Swatantra Path,
Vasco-da-Gama, Goa
(403 802). ... Opponent/Party II

Applicant/Party I represented by Ld. Adv. Shri A. Kundaikar.

Opponent/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

(Delivered on this the 3rd day of the month of August of the year 2017)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. In short, the case of the Party I is that she filed an application for conciliation of the dispute dated 12-07-2012 before the Conciliation Officer in respect of illegal retrenchment of her services. The Employer filed a reply on 27-7-2012 contending that the appropriate Government is the Central Government and not the State Government. The Conciliation Officer failed to adjudicate the dispute inspite of the expiry of forty five days' from the date of the application and hence, filed the application under Section 2-A(2) of the Industrial Dispute Act.

3. The Party II is engaged in business at Colaco Building, Swatantra Peth, Vasco and is registered under Shops and Establishment Act, 1973 with the State Government, The Party II had engaged the services of Party I who was employed as Senior Clerk-cum-Stenographer on permanent basis w.e.f. 1-9-1997. The Party II on 25-6-2012 issued a notice dated 15-6-2012 informing Party I that Party II shall not be able to retain her services from close of working hours on 30-6-2012. It was mentioned in the said letter that one month's salary in lieu of notice will be credited in her account along with salary of June, 2012 and in pursuance of the said letter, the services of the workman were retrenched from 30-6-2012. The service record of the workman is honest and unblemished and there are no adverse entries in her record.

4. The retrenchment of Party I is in violation of Section 25-F of Industrial Dispute Act. The Party I was issued with a notice dated 15-6-2012 indicating the reasons that there is global recession and her services were retrenched from 30-6-2012 which is

in flagrant violation of provision of Section 25-F in as much as a notice was issued on 25-6-2012, however, the Party I was retrenched on 30-6-2012 much prior to the expiry of 30 days as provided under the Act. The Party II has also failed to pay at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed years of continuous service or any part thereof in excess of six months. The provisions of Section 25-F (a), (b) & (c) are mandatory and therefore the termination of the services of Party I is null and void and illegal.

5. The retrenchment of Party I workman is also in violation of Section 25-G of the Industrial Disputes Act in as much as the employer has not retrenched the person who was the last to be employed. The Party I had retained the services of the workman who has been employed after the Party I. The Party I has employed Mr. Amrish Waghmare, Mr. Umesh Shinde, Mrs. Vijayalaxmi, Mr. Snehedu Shekhar recently before the retrenchment of Party I. The Party I at the present age is not in a position to get the alternative employment on account of the age bar. The Party I on account of employment and sufficient income has availed loan and due to abrupt retrenchment of her services, will not be in a position to maintain the standard of living. The Party II is doing good business and is financially strong. The Party I is unemployed from the date of retrenchment till date. The Party I had approached several offices for employment but was not successful in getting the employment. The action of the employer in retrenching her services is illegal. The termination of the services of Party I workman is void and unjustified. The workman is entitled for reinstatement in services with full back wages and continuity in services. Hence, the application.

6. The Opponent/Party II filed a Written statement inter alia contending that the application is premature as matter is pending before the Conciliation Officer. The services of Party I were terminated due to global recession in the Shipping industry for last two years as the business of the company have been very bad. The company has paid one month's salary in lieu of notice with the termination letter including retrenchment compensation, though the Party I was not a workman as defined under Section 2(s) of the Act. The Party I however had refused to accept the legal dues offered to her. The Party I was employed in or in connection with the major port work as the company is in the business of Ship agency, stevedoring etc. at the major port of Goa and therefore, the Party I ought to have raised the

dispute before the Central Government and not the State Government. The services of Party I were terminated as there was no work available in Goa due to global recession. The Party II was ready and willing to give employment to Party I at their office at Mumbai on the same terms and conditions as the services of Party I are transferable, which offer Party I refused. No case has been made out by Party I and hence, not entitled for any relief.

7. The Party I filed a Rejoinder at Exhibit 5 denying the case put forth by Party II in the written statement. It is stated that the company had advance booking till 2013 for shipping assignment and is doing flourishing business in shipping assignment. The Party II has not paid legal dues along with termination letter including retrenchment compensation. The Party II has registered their establishment before the State Government and therefore the State Government has jurisdiction to adjudicate the dispute. The Party I would have readily accepted the offer of joining at Mumbai office, if the same was offered before Party I was illegally terminated, in order to sustain the livelihood. The company had not given any offer before the Assistant Labour Commissioner. The retrenchment of the services of Party I workman is in violation of Section 25-F (a), (b), (c) and Section 25-G of the Act. The Party I is entitled for reinstatement of services with full back wages and continuity in service.

8. Issues framed at Exhibit 7 are as follows:

- 1) Whether the Party I proves that despite expiry of 45 days from the date of the application for conciliation of dispute, the conciliation officer failed to adjudicate the dispute referred to therein?
- 2) Whether the Party I proves that her retrenchment is in violation of Section 25-F (a), (b), (c) and Section 25-G of the I.D. Act, 1947?
- 3) Whether the Party I proves that she is unemployed from the date of retrenchment, till date?
- 4) Whether the Party II proves that the appropriate Government for any dispute in connection with their workers/labourers is the Central Government and Party I having raised the dispute before State Government, this Tribunal has no jurisdiction to try and entertain the same?
- 5) Whether the Party II proves that they were ready and willing to give employment to

Party I at Mumbai at their office at 16, Bank Street, Fort, Mumbai, 400 001 on the same terms and conditions?

6) What relief? What Award?

9. In the course of evidence, the Party I, Mrs. Jocelyn T. F. D'Souza examined herself as witness and produced on record her affidavit-in-evidence at Exb. 11, a copy of appointment letter dated 4-12-1997 at Exb.12, a copy of notice dated 15-6-2012 at Exb.13, a copy of application dated 12-7-2012 filed before the Labour Commissioner at Exb. 14, a copy of promotion letter dated 23-10-2000 at Exb. 15, a copy of promotion letter dated 24-5-2008 along with annexure at Exb.16 colly, a copy of pay slip for the month of May, 2012 at Exb. 17, a copy of letter of offer of appointment dated 20-3-2013 by SMRC at Exb. 18, a copy of letter dated 27-7-2012 filed by Party II to the A.L.C., Panaji at Exb. 19. On the other hand, the Party II examined Capt. Shri Rajesh Saigal as their witness and produced on record his affidavit in evidence at Exb. 21, a copy of Service Certificate dated 30-6-2012 at Exb. 22, a copy of Registration Certificate of Establishment at Exb. 23, copy of salary slips of the Party I for the month of May, 2012 and June, 2012 at Exb. 24 colly.

10. Heard arguments. Notes of written arguments came to be placed on record by the parties.

11. I have gone through the records of the case and have duly considered the submissions made by the learned advocates for Parties. My findings on the above issues are as follows:

- | | | |
|-------------|-----|------------------------|
| Issue No. 1 | ... | In the Affirmative. |
| Issue No. 2 | ... | In the Affirmative. |
| Issue No. 3 | ... | Partly in Affirmative. |
| Issue No. 4 | ... | In the Negative. |
| Issue No. 5 | ... | In the Negative. |
| Issue No. 6 | ... | As per Final Order. |

REASONS

Issue No. 1:

12. Ld. Adv. Shri A. Kundaikar for Party I had submitted that under Section 2-A(2) of the Act— notwithstanding anything contained in Section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of the forty-five days' from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application, the Labour Court or

Industrial Tribunal shall have powers and jurisdiction to adjudicate upon dispute. The Party I had filed an application dated 12-7-2012 before the Conciliation Officer and even after expiry of forty five days', the conciliation proceedings could not be settled. The Party II had admitted that the workman had filed the application before the Labour Commissioner and that the period of forty five days' had expired and therefore issue No. 1 has to be answered in affirmative.

13. Per contra, Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that it is mandatory that the matter has to be dealt with by the Conciliation Officer. Nothing has been produced by the Party I that the conciliation proceedings were held before the Conciliation Officer. Nothing is on record that the matter in connection with the Party I was admitted in conciliation and/or conciliation proceedings held before the Conciliation Officer, except the complaint. He further submitted that since no documentary proof has been produced by the Party I, the application filed by Party I is bad in law. Ld. Adv. Shri M. S. Bandodkar relying upon the case of **Suresh Vithoo Nare V/s Dharamsi Morarji Chemicals Company Ltd., Ambemath and another, 1992 1 BOM CR 316** has submitted that mere issue of notice by the Conciliation Officer does not amount to instituting a conciliation proceeding. There is no compliance of Section 2-A(2) of the Act to the effect that proceedings were held before Conciliation Officer and therefore the dispute itself is bad in law and hence, the application under Section 2-A(2) is not maintainable.

14. Admittedly, the application has been filed by Party I under Section 2-A(2) of the Industrial Disputes Act, which mandates that any workman may make an application direct to the Labour Court or Tribunal for adjudication of dispute referred to therein after the expiry of forty-five days' from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute and in receipt of such application, the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute. There is no dispute that the Party I had filed the said application on 12-07-2012 before the Conciliation Officer and that the present proceeding has been filed before the Tribunal on 3-9-2012, which is after expiry of forty-five days' of the filing of the application before Conciliation Officer. The Party II has claimed in Para 1 of the Written statement that even after expiry of forty-five days', the conciliation proceedings could not be settled amicably due to the rigid and adamant attitude of the Party I.

15. The witness of Party II, Capt. Shri Rajesh Saigal in Para 3 of his affidavit has stated that the Party I has raised the dispute when the conciliation proceeding are currently pending before the Conciliation Officer and no failure report has been sent by the Conciliation Officer to the appropriate Government and that the Party I has filed an application under Section 2-A(2) of the Act arising out from the same subject matter. In the cross examination, he has admitted that there was conciliation proceedings before Shri Prasad Pednekar, Assistant Labour Commissioner and that he was representing on behalf of the company and that he also filed a reply before the conciliation proceedings at Exb. 19. The Party II has thus admitted in the pleadings as well as in the affidavit-in-evidence that the Party I had filed the application before the Labour Commissioner and that they had participated in the said proceedings. There is no dispute that the application was filed on 12-07-2012 and that the Assistant Labour Commissioner had not decided the dispute within forty-five days', after which the Party I filed the application under Section 2-A(2) on 3-9-2012 before the Tribunal.

16. Discernibly, Section 2-A(2) clearly stipulates of filing of an application before the Tribunal or the Labour Court for the adjudication of the dispute referred after the expiry of forty-five days of the application filed before the Conciliation Officer, which was complied by Party I and the said fact has been admitted by Party II. It is therefore the contention of Ld. Adv. M. S. Bandodkar as stated above cannot be accepted. The reliance placed by Ld. Adv. Shri Bandodkar in the case of **Suresh Vithoo Nare**, supra, in support of his contention that the cause of action to file the application arises from the date of admission of the conciliation by the Conciliation Officer cannot be considered as the Party I has filed the said application after expiry of forty-five days from the date of filing application. Moreover, the judgment of **Suresh Vithoo Nare**, supra, has no relevance to the amended provision of Section 2-A(2) of the Industrial Disputes Act, which came into existence in Sept. 2010, while the case of **Suresh Vithoo Nare**, supra, is much earlier to the said amended provision and has no connection with the facts of present case. The fact and the law in the above case is completely in variance with the present case and therefore, the above submission of Ld. Adv. Shri M. S. Bandodkar pales into insignificance. It is therefore the above issue is answered in affirmative.

Issue No. 2:

17. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that it is obligatory on the part of a person who makes an application under Section 2-A(2) of the Act to show that she is a workman and there should be pleadings and evidence to the effect that she was performing manual, skilled, unskilled, technical, operational or clerical work, which would signify that she is a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947. He further submitted that in the entire application made before the Industrial Tribunal or Assistant Labour Commissioner there is no iota of evidence that Party I is a workman or not and it is the position of law that the person who pleads a particular fact has to justify it in pleadings. According to him, there are also no means to find out whether the Party I is a workman or not and this burden has not been discharged by the Party I in the entire proceedings. In fact, the Party I has clearly admitted that she was Junior Executive and her salary structure changed after she became Junior Executive.

18. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted that Section 2(s) of the Act defines 'workman' as any person employed in industry to do any manual, skilled, unskilled, technical, operational, clerical or supervisory work for hire or reward. He further submitted that as per clause 3 of the Appointment letter at Exb. 12, the duties of Party I include stenographer, secretarial work, operating computers and other items as entrusted. He further submitted that the dispute is pertaining to the retrenchment of services of the workman who was working as Stenographer in the firm and the nature of duties which includes clerical work performed by the workman determine that she was a workman working for Party II. He further submitted that no issue has been framed by the Tribunal as to whether the Party I is a workman or not as the company has not denied that the Party I was a workman and the appointment letter on record clearly shows that the duties of Party I included stenography and other items as entrusted.

19. It is well settled that the question as to whether the Party I is a workman depends upon the nature of duties performed by employee and not his designation. The Hon'ble High Court of Bombay in case of **Aloysius Nunes vs Thomas Cook India Ltd., 2000(3) LLN 160** has held that one of the tests to find out whether the person employed is in a managerial or administrative capacity was to ascertain, if he was entrusted with the duty/

/responsibility of distribution of work. Another test that could be considered is whether in the discharge of his managerial or administrative duties, did he perform any supervisory work. The third test would be, does he occupy a position, to command or decide and is he authorised to act in certain matters within the limits of the authority given to him without the sanction of Manager or other Supervisor. The fourth test would be, is he in command of a territory or department over which he exercises his managerial function. The fifth test is what is the designation in the official record of the person and in the attendance register and whether the Manager could in the performance of his duties could innovate.

20. It is also held in the case of **Standard Chartered Bank vs. Vandana Joshi and Anr., 2010 2 MhLJ 22**, that the Court has to examine the dominant nature of work or duties assigned to an employee. In case of **Union Carbide (India) Ltd. vs. D. Samuel and Others, 1999 LLR 21**, it is held that some of the tests laid down are (1) Designation is not material but what is important is the nature of work, (2) Find out the dominant purpose of employment and not any additional duties, the employee may be performing, (3) Can he bind the company/employer to some kind of decisions on behalf of the company/employer, (4) Has the employee power to direct or oversee the work of his subordinates, (5) Has he power to sanction leave or recommend it; and (6) Has he has the power to appoint, terminate or take disciplinary action against workmen. It is further held that some other tests are (a) Whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not; (b) Does the employee have powers of assigning duties and distribution of work; (c) Can he indent material and distribute the same amongst the workmen; (d) Even though he has no authority to grant leave, does he have power to recommend leave; (e) Are there persons working under him; (f) Has he the power to supervise the work of men and not merely machines; (g) Does he mark the attendance of other employees; (h) Does he write the confidential reports of his subordinates.

21. There is no dispute that no issue as to whether the Party I is a workman or not is framed. The question whether the Party I is a workman or not is a question of fact which has been admitted by the Party II in the written statement, although denied in some paras of the written statement. The Party I in Para 2 of claim statement has clearly stated that the Party I workman is one of the workmen employed as 'Sr. Clerk-cum-Stenographer'

on permanent basis with effect from 1-12-1997 in basic salary of Rs. 350/- in the grade of 350-30-530-40-730-50-980-60-1280-70-1560-85-2155, to which the Party II in Para 2 of written statement has claimed that the Party I was employed by Party II as an 'Executive', however, the nature of duties of Party I as so called executive has not been defined. The Party II, however in Para B of the written statement has stated that Party I was not a 'workman' as defined under Section 2(s) of the Act.

22. It is thus seen that Party I has clearly stated in the claim statement that she is the workman employed as Senior Clerk-cum-Stenographer, while it is the case of Party II that she was employed by Party II as an 'Executive'. Section 2(s) defines 'workman' as any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person – (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or (ii) who is employed in the police service or as an officer or other employee of a prison, or (iii) who is employed mainly in a managerial or administrative capacity or (iv) who, being employed in a supervisory capacity, draws wages exceeding (ten thousand rupees) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

23. Needless to mention, no issue has been framed as to whether Party I is a workman or not and rightly so because, Para 2 of the claim statement has not been specifically denied by Party II. On the contrary, it is stated by Party II that she was employed by them in the capacity of an 'Executive'. Clause 2 of the Appointment letter at Exb. 12, clearly states that Party I was drawing basic salary of Rs. 350/- (Rupees three hundred fifty only) per month in the grade of 350-30-530-40-730-50-980-60-1280-70-1560-85-2155 and also Fixed Dearness Allowance of Rs. 1700/- (Rupees one thousand seven hundred only) and Local Allowance of Rs. 320/- (Rupees three hundred twenty only) per month and that Clause 3 of the said Appointment letter clearly states that the

duties of the Party I include stenography, secretarial work, operating computers and other items as entrusted.

24. The Party I has averred that she was employed as Senior Clerk-cum-Stenographer on permanent basis, which fact is not in dispute. The letter of appointment dated 4-12-1997 at Exb. 12 clearly specifies the duties of the Party I at clause 3 which are in the nature of skilled, technical and clerical. The Appointment letter is not in dispute however, the Party II claimed that she was employed as an 'Executive'. The witness of Party II, Capt. Shri Rajesh Saigal has not specified as to what duties the Party I was performing as an 'Executive'. The nature of work clearly shows that it was clerical and not in a supervisory, managerial or administrative capacity. The designation is not material. The Party I was not appointed as an Executive. The dominant purpose of employment was to perform the clerical duties. She was not appointed to oversee the work of her subordinates nor she had power to sanction leave or recommend it nor she had power to appoint, terminate or take disciplinary action against the workmen. The documentary evidence clearly show that the Party I was employed as Senior Clerk-cum-Stenographer and not the executive as claimed by Party II. The evidence of record including the Appointment letter indicates that the Party I was a 'workman' with duties of clerical in nature and therefore the Party I would fall in the definition of workman within Section 2(s) of the Act and hence, the contention of Ld. Adv. Shri Bhandodkar as stated above, pales into insignificance.

25. Once, it is held that Party I is a workman, it is to be seen whether the retrenchment of Party I is in violation of Section 25-F (a), (b), (c) and Section 25-G of the Industrial Disputes Act.

26. Ld. Adv. Shri M. S. Bhandodkar for Party II has submitted that in Para 3 of the application, it is the only case of the Party I that she was issued a notice dated 15-06-2012 on 25-06-2012 stating that Party II shall not be able to retain her services from close of working hours on 30-06-2012 and also mentioned in the said notice that one month's salary would be credited in the bank alongwith the salary of June 2012, which means there is no violation of Section 25-F of the Act. If the letter is given on 25-06-2012 as mentioned in Para 4 by the Party II, the termination would be after one month i.e. termination would come into effect on 25-07-2012. It is pertinent to note that if that is so, the Service Certificate dated 30-06-2012 at Exb. 22 which has been produced by the Party II clearly shows that

the Party I left from the services on 30-06-2012. If this is true, then the Party I on her own showing left service prior to termination came into effect i.e. prior to 25-07-2012. Therefore, if the Party I has left services prior to 25-07-2012, there is no question of retrenchment or violation to that effect because prior to retrenchment came into force, the Party I left services on 30-06-2012 and therefore, entire allegation of retrenchment itself is bad in law.

27. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted that the Service Certificate has no relevance to the case of the parties, which is self contradictory. He further submitted that the condition precedent to retrenchment of workman is that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until: (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice; (b) the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay or any part thereof in excess of six months; (c) notice in prescribed manner is served on appropriate Government. He further submitted the employer has not retrenched the person who was last person to be employed and therefore also violated Section 25-G of the Act. According to him, once it is proved that the Party II has violated the provisions of Section 25-F and 25-G of the Act, the Party I is entitled to the protection under the Industrial Disputes Act.

28. Discernibly, the Service Certificate dated 30-06-2012 produced by Capt. Shri Rajesh Saigal at Exb. 22 is neither relied upon by the Party I nor Party II in their list of documents nor it was pleaded by them. The said Service Certificate reads that the Party I joined them as Sr. Clerk on 1-12-1997 at Goa branch and was working in the capacity of executive in their department when she left from their service on 30-6-2012. The said Certificate is contrary to the case of Party II vis-a-vis the termination letter dated 15-6-2012. Capt. Shri Saigal has admitted in cross examination that the Certificate was issued on 30-6-2012 and by mistake he has mentioned that Party I left their service on 30-6-2012, although they terminated her service vide letter dated 26-6-2012 which shows that the said Service Certificate at Exb. 22 has no bearing on the case at hand and therefore, the above submission of Ld. Adv. M. S. Bandodkar cannot be accepted having any merits.

29. Under Section 25-F of Industrial Disputes Act, - *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]*

30. Similarly, under Section 25-G: Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

31. The Hon'ble Apex Court in the case of **Anoop Sharma vs. Executive Engineer, Public Health Division No.1, 2010 II CLR 1**, has observed in Para 13 that no workman employed in any industry who has been in continuous service for not less than one year under an employer can be retrenched by that employer until the conditions enumerated in clauses (a) and (b) of Section 25-F of the Act are satisfied. In terms of clause (a), the employer is required to give to the workman one month's notice in writing indicating the reasons for retrenchment or pay him wages in lieu of notice. Clause (b) casts a duty upon the employer to pay to the workman 'at the time of retrenchment', compensation equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months and that Section 25-F (a) and (b) of the Act is mandatory and non-compliance thereof renders the retrenchment of the employee nullity.

32. The letter dated 15-6-2012 at Exb. 13 is the termination letter, however the employer is not aware whether the said letter is a notice or a termination letter as seen on page 2, para B of the written statement, wherein it is stated that the services of Party I were terminated vide letter dated 15-6-2012 for the reasons mentioned in the termination letter. It is also stated in the said para that along with termination letter, the Party I was paid one month's salary in lieu of notice including retrenchment compensation as abundant caution, though Party I was not a workman. However, Party I has refused to accept the legal dues when offered to her. The Party II in Para 4 of written statement has stated that the Party I was paid one month's notice pay in lieu of notice along with other legal dues applicable to her and the said notice pay in lieu of notice was paid to Party I at the time of issuing the termination letter, which was accepted by Party I.

33. There is also no dispute that Party II in Para 5 of the written statement has stated that at the time of termination of Party I, she was paid all her legal dues applicable to her, however in last four lines it is stated that it has paid one month's notice pay in lieu of notice to the Party I prior to her termination and thereafter she was offered retrenchment compensation as abundant caution. It is thus seen that Party II contradicts its own pleadings by contending that the workman was paid along with notice, so also that the payment was made prior to termination. However, the notice at Exhibit 13 states that the workman would be paid one month's salary in lieu of notice and the same would be credited to the Bank account, which amount has never been paid to Party I as the amount should have been paid on 15-6-2012 as per the termination letter dated 15-6-2012.

34. The notice/termination letter dated 15-6-2012 at Exb. 13 clearly states that Party II shall not be able to retain the services of Party I from close of working hours on 30-6-2012 and that Party I will be paid one month's salary in lieu of notice and the same will be credited to her Bank account. The said letter dated 15-6-2012 is in stark violation of provision of Section 25-F(a) of the Industrial Disputes Act as the workman/Party I has not been retrenched by Party II giving a one month's notice in writing indicating the reasons for retrenchment. The notice was given on 15-6-2012 and the services of Party I was terminated on 30-6-2012 thereby violating the mandatory provision of Section 25-F of the Act. The workman has also not paid in lieu of such notice, wages for the period of the notice. The period of one month

expires on 15-7-2012 and the workman was retrenched before the expiry of mandatory period of one month. There is thus violation of Section 25-F as the Party I was prematurely retrenched before expiry of 30 days.

35. Moreover, the notice dated 15-6-2012 at Exb.13 states that the Shipping Industry has gone into a complete recession globally for last two years and according to indication available from international shipping market, the trend is likely to continue for some time and in addition, the environment of unhealthy and unethical competition in the Shipping Industry has also caused serious revenue losses to Party II and in pursuance of above, they would not be able to retain the services of Party I. The reason for retrenchment is therefore, global recession and unhealthy and unethical competition in the Shipping Industry causing serious losses in revenue to Party II. However, the Registration certificate of the establishment of Party II in Form III issued by the Labour Inspector, Vasco-da-Gama at Exb. 23 demonstrate that the said Registration certificate was issued to commence the business of 'Shipping Agency' and not 'Shipping Business'. The termination letter at Exb. 13 shows that the business of shipping is in recession and not the shipping agency.

36. There is also nothing on record that the Party II was having unethical competition in the shipping agency and there was loss in the revenue to Party II. Section 25-F requires that the one month's notice in writing should indicate the reasons for retrenchment. The letter at Exb. 13 in no way indicate any valid reasons for retrenchment of the Party I. The Hon'ble Apex Court in the case of **Gammon India Limited vs. Niranjan Dass, 1983 STPL (LE) 11507 SC**, has held that when pre-requisite for valid retrenchment as laid down in Section 25-F has not been complied with, the retrenchment bringing about termination of service is ab initio void. There is nothing in the notice dated 15-6-2012 at Exb. 13 that the office to which the Party I was attached was in the process of being closed down and that her services would not be required. There is also nothing on record produced including the Balance sheets of the company that retrenchment was on account of global recession and loss in revenue to Party II, on the contrary, the Party II have recruited services of other staff, after termination of Party I and therefore the termination of service of Party I for the reasons mentioned in the notice at Exb. 13 is not covered by clause (a) of Section 25-F and therefore, the termination would be illegal and ab initio void.

37. It is also mandatory in terms of Section 25-F(b) that the workman has to be paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months. There is nothing on record that the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay. The witness of Party II, Capt. Shri Rajesh Saigal although stated that Party I has refused to accept the legal dues and that along with the termination letter, Party I was paid one month's salary in lieu of notice including retrenchment compensation, no documents have been produced on record by the said witness. He, however in the cross examination claimed that to the best of his knowledge, Party I was paid one month's salary in lieu of notice directly in her Bank account and the retrenchment compensation by way of cheque, but the cheque of retrenchment was refused by the Party I. The said cheque or the payment details have not been produced on record, nor it is the case of Party II in the written statement or in the notice at Exb. 13 that they paid the compensation by way of cheque and that the cheque was refused. It is thus clear that Party II had not complied with the mandatory provision of 25-F (b) of the Act.

38. There is also nothing on record that the Party II served a notice in the prescribed manner on the appropriate Government or such authority as may be specified by the appropriate Government in terms of clause (c) of 25-F, which is also a condition precedent to retrenchment of a workman. The Party II has nowhere stated in the written statement or the affidavit of Capt. Shri Rajesh Saigal that they have complied with the provisions of Section 25-F (c) before termination of the Party I. Needless to mention, Section 25-F casts a duty upon an employer to give one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired, or that the workman has been paid in lieu of such notice, wages for the period of the notice, and that the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay, so also that a notice in the prescribed manner is served on the appropriate Government.

39. The Party II has not complied with the above provisions of law. The said provision is mandatory and that any violation thereof renders the termination of services of the workman illegal per se, ab initio void and non-est rendering the action of the employer as nullity. Needless to reiterate,

there is no violation of Section 25-G of the Act nor there is any evidence that the Party I belonged to a particular category of workmen in that establishment and that she has been retrenched from services by keeping the last person in the employment in that category. The Party I having proved that her retrenchment is in violation of Section 25-F (a), (b), (c) of the Industrial Disputes Act, the issue No. 2 is answered in the affirmative.

Issue No. 3:

40. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that the services of Party I were terminated as there is no work available in Goa. He further submitted that Party I has failed to prove that she is unemployed from the date of retrenchment till date. Party I has admitted in her cross examination that she is working at SMRC since April 2013 as Secretary to Medical Superintendent and that she has been receiving salary of Rs. 15,000/- from the date of appointment till date. He, therefore submitted that Party I has failed to prove that she is unemployed from the date of retrenchment till date and hence, the above issue be answered in the negative.

41. Ld. Adv. Shri A. Kundaikar for Party I has fairly admitted that Party I has admitted on Page 7 of cross examination that she is working at SMRC, Chicalim since April, 2013 as Secretary to Medical Superintendent and that she has been receiving monthly salary of Rs. 15,000/- from the date of appointment till date, but claimed that she cannot say her status of employment, whether it is permanent or temporary or probationary but as on date, she is permanent employee of SMRC. Exhibit 18 is the offer of appointment dated 20-3-2013 from SMRC, Chicalim according to which the Party I was appointed as Secretary w.e.f. 1-4-2013 with consolidated remuneration of Rs. 15,000/- per month. Admittedly, the Party I was terminated by letter dated 15-6-2012 and she managed to get employment with effect from 1-4-2013. It is therefore established that the Party I was unemployed from date of retrenchment till 1-4-2013. Hence, issue No. 3 is partly answered in the affirmative.

Issue No. 4:

42. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that the appropriate Government for the dispute in connection with their workers is Central Government and the Party I has raised the dispute before the State Government. The Tribunal has therefore no jurisdiction to try and entertain the same. He further submitted that the Party II in

reply dated 27-7-2012 at Exb. 19 to Assistant Labour Commissioner has stated that Party II has been carrying out activities/business in Major Ports and therefore, the appropriate Government is Central Government and not the State Government under Industrial Disputes Act and therefore, the Conciliation Officer appointed by the State Government had no jurisdiction to entertain any dispute. The Party I however in Para 9 of the application has stated that since the establishment of Party II is registered under the Shops and Establishment Act, 1973 with the State Government, the Central Government is not an appropriate Government.

43. Ld. Adv. Shri M. S. Bandodkar for Party II has further submitted that except the registration by the State Government, no evidence has been led by the Party I to dispute the above issue. The Party II is in the business of stevedoring, forwarding and clearing and was employed in or in connection with Major Port work at Mormugao. The Hon'ble Bombay High Court in **Tulsidas Khimji vs. F. Jeejeebhoy and others, 1960 FJR Vol. XIX 396**, has held that since the dispute raised was with regard to the retrenchment in the Clearing and Shipping and the Godown Departments, the activities of which could be said to be concerning a Major Port, Section 2(a)(i) of the Act would apply and the reference by the Central Government was valid. He further submitted that since Goa is major Port and the Party I was working in connection with major Port, the appropriate Government is the Central Government and not the State Government and hence, the Tribunal has no jurisdiction to try and entertain the dispute.

44. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted and rightly so that the Registration Certificate at Exb. 23 of Party II shows that the nature of business of Party II is shipping agency and the same has been registered before Labour Inspector, Vasco-da-Gama under Goa, Daman and Diu Shops and Establishment Rules, which also shows that the place of establishment is Colaco Building, 2nd Floor, Swatantra Path, Vasco-da-Gama. There is nothing on record that the Party II is doing shipping business within the Port area. The Party II has claimed that the company is in the business of Ship Agency, clearing, stevedoring at major Port of Goa, however the Registration Certificate at Exb. 19 does not support the above statement of Party I. It only mentions as 'shipping agents' at Vasco. There is no evidence on record that the office of the Party II is situated within Port area. The citation of **Tulsidas Khimji**, supra relied by Ld. Adv. Shri M. S. Bandodkar cannot

be made applicable to the present case as it pertained to activities within Port area. The appropriate Government being the State Government, the Tribunal has jurisdiction to try and entertain the dispute. Hence, issue No. 4 is answered in the negative.

Issue No. 5:

45. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that in the written statement filed as early as 16-1-2013 before the Tribunal, the Party II had offered re-employment to the Party I unconditionally in Mumbai on the same terms and conditions as per the Appointment letter dated 8-2-1995 at Exb. 12. The said offer of employment has not been disputed by Party I nor it has been disputed the right of Party II to ask her to work in Mumbai nor it was alleged that the transfer was malafide or without any right. There is no reason for Party I not to accept the offer of appointment at their office at Fort, Mumbai on same terms and conditions as the services of Party I are transferable and since the Party II is ready and willing to give employment to Party I, no relief can be granted to Party I. He further submitted that the Party I at page 7 of the rejoinder has stated that she would have readily accepted the said offer, if the same was offered before Party I was illegally terminated in order to sustain the livelihood.

46. Ld. Adv. M. S. Bandodkar for Party II has further submitted that it is not disputed that the offer of employment was not made. The proposal of Party I that if the offer was made before termination, she would have readily accepted is an afterthought. There are no allegations that the offer was malafide or without any authority and in spite of offer of employment, the Party I has failed to accept the said offer. Relying upon the case of **M/s. Purafil Engineers, Pune vs Shaikh Anwar Abdul Rahman, 2000 LLR 268**, he submitted that when the workman was offered reinstatement which was not accepted by her, she will not be entitled to get any wages from the date of offer. He further submitted that when the employer offers reinstatement at the earliest possible opportunity including conciliation proceedings to the workman who has alleged termination of services, awarding reinstatement and back wages by the Labour Court to the workman is not sustainable and in support thereof, he relied upon the case of **Madhuri Chandulal Lakhani, Proprietor of Jenny Colour Lab & Studio, Chembur, Mumbai vs. Prashant Shripad Satpute, Chembur, Mumbai, 2015 LLR 239**.

47. Ld. Adv. Shri M. S. Bandothkar for Party II has also submitted that if a workman fails to resume duties, even when the offer is made before the Conciliation Officer as well as before the Industrial Tribunal, it would be irresistibly presumed that she is no longer interested in the job and has abandoned the job on her own accord and in support thereof, he relied upon the case of **Tirloki Nath (Shri) vs. Shri Dharam Paul Arora & Anr. 2006 LLR 1043**. He also submitted that reinstatement of a workman as awarded by the Labour Court will be set aside when she did not report for duty, despite offer by the management for resumption of work. Back wages will not be awarded when the workman is not responding to the offer of the management to resume her duties and in support thereof, he relied upon the case of **Sonal Garments vs. Trimbak Shankar Karve, 2003 LLR 5**.

48. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted that the issue framed by the Tribunal is whether Party II is ready and willing to give employment to Party I at Mumbai on the same terms and conditions. However, the workman was retrenched by the employer in flagrant violation of statutory provision of the law and therefore, when the offer of reinstatement was given to the Party I before different forums, there was no employer-employee relationship. The first and the foremost condition is that the workman has to be re-instated in services and the retrenchment has to be set aside. It is not possible for a retrenched workman to be offered employment elsewhere unless she is re-instated in service and therefore the above issue cannot be said to have been proved by the Party II.

49. Needless to mention, there was no employer-employee relationship between the Party I and Party II after the Party I was illegally retrenched by the Party II in violation of statutory provisions of law. The Party II cannot offer employment in their office at Mumbai when she was retrenched from employment at Goa. No offer was given by the Party II before termination of services of Party I. The Party II could have shown the bonafide by offering services at their Mumbai office on same terms and conditions before her termination. The Party II could have transferred the Party I to their office at Mumbai as the job was transferable but could not have terminated the services of Party I which led to the present dispute and therefore on the above ground alone, the offer of reinstatement at their Mumbai office, cannot sustain.

50. It is the case of Party II that the offer of employment was given before the Assistant Labour Commissioner vide its reply dated 27-7-2012 at Exb. 19. A little peep into the said letter show that no such offer had been given of reinstatement to Party I, on the contrary it has been alleged that Party I is not the workman under Section 2(s) of the Industrial Disputes Act and therefore not entitled to raise the dispute. The Party I was appointed vide appointment letter dated 4-12-1997 at Exb. 12 and was terminated vide its letter dated 15-6-2012 at Exb. 13 which shows that the Party I worked at Vasco without any transfer for last 15 years and therefore, if at all, the Party I was to be offered employment, it should have been at Vasco, wherein Party I was retrenched. The offer of employment to join the office at Mumbai was given on 16-1-2013 with condition that the workman should join at Mumbai.

51. The witness of Party II, Capt. Shri Rajesh Saigal has admitted in cross examination at page 5 that offer of re-employment of the workman was subject to condition that she had to join the Mumbai office. To the question whether Party II is ready to take the workman at Vasco as she was appointed on 4-12-1997 and terminated on 15-6-2012 when she was stationed at Vasco, he answered that because of loss of business, they have issued termination letter, however they have made an offer to the workman to be transferred to Mumbai and that they are not in a position to accommodate her in Vasco. The witness at page 3 of his cross examination has however admitted that after termination of the Party I one Vijayalaxmi was appointed as an Assistant Accountant, one Amrish Vaghmare was appointed in Administrative Department and one Umesh Shinde was appointed as Assistant Manager. The appointment of above three persons belies the case of the Party II of loss of business alleged by them.

52. The Hon'ble Bombay High Court in the case of **Doctor Pradhan vs Kumar Industries & anr., 2007(115) FLR 164**, has held that when the offer is conditional, the question of accepting the job does not arise. Needless to reiterate, the so called offer made by the Party II for providing employment to the Party I was not genuine and instead was malafide and therefore the refusal on the part of the workman to accept the offer of re-employment was not bad in law. The Hon'ble High Court in Para 5 has observed thus;

5. These submissions are stated only to be rejected. There is no dispute that the terms of Reference indicate that the dispute which

existed between the parties was whether the petitioner was entitled to re-instatement in service with continuity of service and back wages. The dispute was not whether he should be employed with the contractor because it was the petitioner's case that the respondent was his employer. The submission that the workman should have accepted the job with the respondent's contractor and then sought regularization makes a mockery of the plight of the workman. As stated earlier, the dispute was between the respondent and the petitioner and not with any contractor. The petitioner was never employed with any contractor and, therefore, the question of his accepting the job with a contractor does not arise. Therefore, the so-called offer made by the respondent for providing employment to the petitioner was not genuine and instead was malafide. The offer of employment stated in the failure report indicates that the offer was conditional and therefore the workman refused the offer. In any case, it could not be said that the Reference was not maintainable or that the dispute was not in existence."

53. In the instant case, the workman from the date of appointment till the date of retrenchment i.e. 15th June, 2012 worked at Vasco and never worked at any other place and therefore the conditional offer of employment given for the first time before the Hon'ble Tribunal, that the workman has to join at Mumbai cannot be termed as genuine. Capt. Shri Saigal in the cross examination admitted that the offer was with the condition that the workman had to join at Mumbai as he is not in position to employ the workman at Vasco. Therefore, the intention of the employer was not to provide the employment to the Party I, but to victimize her. The offer made by the Party II being conditional, the question of accepting the offer of employment at Mumbai office does not arise as it is malafide and not genuine and was made only after termination of the Party I to wriggle out of the situation the Party II was in, on account of illegal termination of Party I without following the mandatory provisions of the law. It is therefore the above issue is answered in the negative.

Issue No. 6:

54. Ld. Adv. Shri A. Kundaikar for Party I has submitted that the main controversy in the dispute is whether there is violation of the provisions of Section 25-F of the Industrial Disputes Act. He further submitted that in cases in which the Tribunal finds that the employer has acted in gross

violation of the statutory provisions or principles of natural justice or is guilty of victimization of the employee, then Tribunal will be fully justified in directing payment of full back wages with reinstatement and consequential benefits. He further submitted that there is nothing on record that in the notice of termination dated 15-6-2012, the office to which the Party I was working was in the process of being closed down, so her services would no more be required. The termination of the services of Party I for reasons mentioned in the notice is not covered by any of the clauses of Section 25-F and therefore retrenchment is ipso facto illegal. In support thereof, he relied upon the cases of (1) **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., 2014 II CLR 813;** (2) **Gammon India vs. Niranjana Dass, 1983 STPL(LE) 11507 SC;** (3) **U.P. State Brassware Corpn. Ltd. & Anr. vs. Uday Narain Pandey, 2005 STPL (LE) 35154 SC;** (4) **Hindustan Tin Works Pvt. Ltd. vs. Employees of M/s. Hindustan Tin Works Pvt. Ltd & Ors., 1978 STPL(LE) 9432 SC.**

55. Per contra, Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that when Party II had given an unconditional offer of employment to the Party I on same terms and conditions, the failure of the Party I to report for work at the place of transfer would disentitle the Party I to get any relief including relief of reinstatement and back wages as it will be presumed that she is no longer interested in the job and has abandoned the job on her own accord. He also submitted that the workman cannot reap benefits of her own faults, when she failed to respond to the offer of employer to join duties, more particularly when such offer was re-iterated before the Conciliation Officer and the Tribunal. He further submitted that apart from that, the Party I has already been employed for higher wages than what she was earning with Party II and therefore, she is not entitled for any reliefs.

56. In the case of **Deepali Gundu Surwase**, supra, the Division Bench of Hon'ble Bombay High Court has held that if the order of termination is void ab initio, the workman is entitled to full back-wages. The relevant Para 22 of the decision is extracted hereunder:-

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury

suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or Court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back-wages. If the employer wants to deny back-wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back-wages to an employee, who has suffered due to an illegal act of the employer, would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back-wages including the emoluments."

57. In the case of **Gammon India**, supra, the Hon'ble Apex Court has held that when the pre-requisites for a valid retrenchment as laid down in Section 25-F of Industrial Disputes Act has not been complied with, the retrenchment bringing about termination of service is ab initio void. In the case of **U.P. State Brassware Corporation**, supra, the Hon'ble Apex Court has held that no precise formula can be laid down as to under what circumstances payment of entire back wages would be allowed. It depends upon the facts and circumstances of the each case. It is not automatic. It should not be granted mechanically. Payment of full back wages cannot be natural consequence.

58. In the case of **Hindustan Tin Works Pvt. Ltd.**, supra, the Hon'ble Apex Court has held that where termination of service is questioned as being invalid or illegal and the workman has to go through the litigation, his capacity to sustain himself

throughout the protracted litigation is itself so precarious that he may not survive to see the day when relief is granted. If after such prolonged litigation the workman is not paid his back wages, it would amount to a penalty for no fault of his. The workman whose service has been illegally terminated would be entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. If the termination is illegal or motivated it may amount to unfair labour practice. In such circumstances reinstatement being the normal rule, it should be done with full back wages and the party objecting to it must establish the circumstances necessitating departure. The Tribunal will then exercise its discretion, but the discretion must be exercised in a judicial and judicious manner. The reason for exercising discretion must be cogent and convincing and must appear on the face of the record. It should not be arbitrary, vague and fanciful but legal and regular.

59. Needless to mention, the Party I has proved violation of Section 25-F of the Industrial Disputes Act. The employer has terminated the services of Party I by letter dated 15-6-2012. There are no pleading on behalf of the employer that the workman was gainfully employed after the retrenchment. However, the workman Ms. Jocelyn, in her cross examination has stated that she is working at SMRC, Chicalim since April, 2013 as Secretary to Medical Superintendent and she has been receiving monthly salary of Rs. 15,000/-. Exhibit 18 is the Appointment letter of SMRC dated 20-3-2013 wherein it is stated that she would be paid consolidated remuneration of Rs. 15,000/- per month. The Pay slip at Exb. 16 colly show that her total earning for the month of May, 2012 was Rs. 11,050/-. There also cannot be any dispute that any income received by the employee during the relevant period on account of alternate employment is a relevant factor to be taken note of while awarding back wages.

60. The Party I is still working for SMRC, Chicalim till date drawing consolidated remuneration of Rs. 15,000/- and therefore she is not entitled for back wages since April, 2013 till her reinstatement. There is no dispute that her services were terminated from 30-6-2012 and that she secured alternate employment w.e.f. 01-04-2013. She is therefore entitled for back wages for the above period of 11 months of unemployment of Party I on account of illegal termination of her services. It is also well settled that in cases of

wrongful termination of service, reinstatement with continuity of service is a normal rule. The company is still functioning and is carrying on business at Vasco and also has appointed other employees in their employment. The Party II has not produced any documents including balance sheet to show that it is running in loss, closed down or is in severe financial doldrums or that the Party I has been employed or secured better permanent employment elsewhere. There is nothing on record that the employment with SMRC is better than the employment with Party II and that the Party I preferred the said job over the employment offered by the Party II. The Party I having proved that the employer terminated her services illegally and that the termination is motivated and found to be invalid and that the employer has taken away her right to work, contrary to the relevant law and has deprived her of the earnings, the Party I is entitled for the reliefs claimed.

61. In the result, I pass the following:

ORDER

- i. The application filed by Party I workman under Section 2-A(2) of the Industrial Disputes Act stands allowed.
- ii. It is hereby held that the action of the management of M/s J. M. Baxi & Co., Vasco, Goa in terminating the services of Party I, Mrs. Jocelyn T. F. D'souza, with effect from 30-06-2012 is illegal and unjustified.
- iii. The Party II is directed to reinstate the services of Party I, Mrs. Jocelyn T. F. D'souza, with back wages for the period of unemployment of 11 months, continuity in services and consequential benefits attached to the post.
- iv. The Party II is directed to deposit back wages before the Tribunal as stated above within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- v. Inform the Government accordingly.

Sd/-
(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/9/2017-LAB/685

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 18-08-2017 in reference in Appln. No. 01/2013 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 29th September, 2017.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Appln. No. 01/2013

Mr. Gautam Volvoikar,
H. No. 164/A-1, Ecoxim,
Bhatan Vaddo,
Bardez, Goa ... Applicant/Party I
V/s

M/s. Delta Hospitality and
Entertainment Pvt. Ltd.,
H. No. 850, Peninsula Centre,
N. H. 17, Porvorim,
Bardez-Goa. ... Opponent/Party II

Applicant/Party I represented by Ld. Adv. Shri A. Kundaikar.

Opponent/Party II represented by Ld. Adv. Shri P. Chawdikar.

AWARD

(Delivered on this the 18th day of the month
of August of the year 2017)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant/Party I is that he was appointed as a Seaman vide appointment letter dated 1-12-2008 in consolidated salary of Rs. 3500/- per month. The services of the Party I were confirmed on 1-6-2009 and thereafter, he was issued with an increment letter dated 1-4-2011, whereby his salary was revised. The Party I was promoted as Boat Driver Junior w.e.f. 1-4-2011 and his remuneration was revised. The

Party I was sick on 28-1-2012 till 5-8-2012 which fact was informed to the Manager, Shri John Fernandes. The Party I from recovery of sickness reported for the duties on 6-8-2012 with a medical certificate. The Party I was issued with the memorandum and thereafter suspended from the services for 10 days w.e.f. 14-8-2012. The said suspension is illegal and in violation of principles of natural justice. The Party I joined the services on 27-8-2012 and he was called in the office and was humiliated. The Party I joined for the duties on 5-8-2012 and he was verbally informed that his services have been retrenched with immediate effect and that necessary communication with retrenchment letter and legal dues shall be sent by post.

3. The Party I waited for the communication; however no communication in respect of retrenchment was received. The Party I therefore approached the Conciliation Officer for necessary relief as provided under the Industrial Disputes Act. The retrenchment of Party I is illegal and in violation of clause 14 and 16 of the appointment letter, whereby the employer failed to give one month's notice in writing or one month's salary based on last drawn pay. The retrenchment of the Party I is in violation of Section 25-F of the Act. The Party II failed to pay at the time of retrenchment, compensation which is equivalent to fifteen days' average pay for every completed years of continuous service in excess of six months and also not served a notice in the prescribed manner upon the appropriate Government. The Party I is unemployed from the date of retrenchment till date. The Party I has approached several offices for employment but was not successful in getting the employment. The action of the Party II in retrenching the services is illegal, void and unjustified. The Party I is entitled for relief claimed.

4. The Opponent/Party II filed a Written statement inter-alia contending that the Party I did not report at all for duty as he was in the habit of remaining absent without notice frequently for which he was issued a memo on 8-8-2012. The Party I has also been served a letter dated 23-1-2012 issued by Shore Manager reflecting the arrogant behaviour and negligent attitude of the Party I towards his work, suspension letter dated 17-4-2012 from Human Resource Manager for 10 days and also warning that in the event any complaints are received, the company would be terminating his services. The Party I was in habit of remaining absent without informing the superiors. The Party I without any reason willfully

refused to work on 5-10-2012 and soon thereafter left and did not return. The services of the Party I were not retrenched but the Party I willfully abstained from reporting duty/work. The Party I filed an application to coerce the Party II in paying huge amount as settlement.

5. The Party I filed a rejoinder at Exhibit 7 denying the case put forth by Party II in the written statement.

6. Issues framed at Exhibit 8 are as follows:

- 1) Whether the Party I proves that on 5-10-12 his services were verbally retrenched by Party II and that no retrenchment letter with legal dues was received by him?
- 2) Whether the Party I proves that his retrenchment is illegal and is in violation of Section 25-F of I. D. Act?
- 3) Whether the Party I proves that he is unemployed from the date of retrenchment till date?
- 4) Whether the Party II proves that Party I without any reason willfully refused to work on 5-10-12, soon thereafter left and did not return?
- 5) What Relief? What Award?

7. In the course of evidence, the Party I examined himself as witness and produced on record an affidavit-in-evidence at Exb. 14, a copy of Appointment letter dated 1-12-2008 at Exb. 15, a copy of Promotion and increment letter dated 1-4-2011 at Exb. 16, a copy of Increment letter dated 7-6-2010 at Exb. 17, a copy of Representation to Labour Commissioner dated 1-11-2010 at Exb. 18, a copy of Suspension letter dated 17-4-2012 at Exb. 19, and a copy of a page of a diary at Exb. 20. On the other hand, the Party II examined, Shri John Fernandes who has produced on record, besides his affidavit-in-evidence at Exb. 29, a copy of Resolution at Exb. 30, a copy of Memo dated 8-8-2012 at Exb. 31, a copy of Memo dated 23-1-2012 at Exb. 32. The Party II has also examined its Senior Manager, Marine Maintenance, Shri Piedade Xavier Colaco.

8. Heard arguments. Notes of written arguments came to be placed on record by the parties.

9. I have gone through the records of the case and have duly considered the submissions made by the Learned Advocates for Parties. I am reproducing herewith the issues along with their findings and reasons thereof.

1. Issue No. 1 ... In the Affirmative.
2. Issue No. 2 ... In the Affirmative.
3. Issue No. 3 ... In the Affirmative.
4. Issue No. 4 ... In the Negative.
5. Issue No. 5 ... As per Final order.

REASONS

Issues Nos. 1 and 4:

10. The above issues are taken up together for discussion as they are inter-related. It is a case of the Party I that the services were illegally retrenched, while it is a case of the Party II that Party I without any reason willfully refused to work on 5-10-2012 and soon thereafter, left and did not return and therefore, it is apposite to scan whether it was illegal termination or wilful abandonment of work on the part of the Applicant.

11. It is well established by the Apex Court in the case of **G. T. Lad & Others vs. Chemicals and Fibres India Ltd., AIR 1979 SC, 582** that in order to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Failure to perform duties pertaining to an office must be with actual or imputed intention on the part of the officer to abandon and relinquish the office. The intention may be inferred from the acts and conduct of a party and is a question of fact which could be determined in the light of surrounding circumstances in each case. Temporary absence is not ordinarily sufficient to constitute abandonment of office. When the absence of workmen from duty was purely temporary, it cannot be construed as their voluntary abandonment of the company's service. To abandon service means to detach, unfasten, undo or untie the binding knot or link which holds one to the office and obligations and privileges that go with it.

12. In short, abandonment or relinquishment of service is always an intention which cannot be attributed to an employee without adequate evidence in that behalf and whether there has been a voluntary abandonment of service or not is a question of fact which has to be determined in the light of surrounding circumstances in each case. The employer unilaterally cannot say that the workman is not interested in employment and it is for this reason that a domestic enquiry is required to be held and the burden of proving the same is on the employer as it is their plea that the workman abandoned the service as it is well settled principle of law that if a misconduct which is an abandonment of service is the foundation of the dismissal, then the domestic enquiry is warranted

before the workman is terminated for misconduct as in order to constitute abandonment there must be total or complete giving up of duties so as to indicate an intention not to resume the same.

13. The Party I in Para 7 and 8 of the Claim statement have stated that he reported for duty on 5-10-2012 and he was verbally informed that his services have been terminated with immediate effect and that necessary communication along with the retrenchment letter with legal dues would be sent by post, and he patiently waited for the said communication but no communication in respect of said retrenchment was received by him till date and that his retrenchment is illegal and in violation of clause 14 and 16 of the appointment letter, as well as Section 25-F of the Industrial Disputes Act, 1947. The said averments are also reflected in Para 7 and 8 of the affidavit-in-evidence, which have been denied by the Party II in Para 7 and 8 of the written statement, wherein it has been claimed that the Party I without any reason refused to work w.e.f. 5-10-2012 and thereafter left and did not return. In the cross examination of the Applicant, he admitted that after he joined on 11th day pursuant to suspension vide letter at Exb. 19, he worked continuously with the Party II till 5-10-2012. On page 5 of the cross examination, it was suggested to the witness that he totally stopped coming on duty from 5.10.2012, which is indication of the fact that the Party I worked till 5-10-2012.

14. The witness of Party II, Shri John Fernandes, is a Senior Manager, Marine Operations. He has claimed in Para 17 of the affidavit that the Party I totally abandoned the work from 5-10-2012 and did not return to report for work, thereafter. In cross examination, he stated that as per Para 7 of the written statement, the workman came to the company on 5-10-2012 and refused to work. The fact that the workman came on 5-10-2012 for work is thus proved. He also claimed that when he said 'abandoned the work' he meant to say that the workman did not report for work. He, however stated that he does not remember having issued any memo, chargesheet or showcause notice to the workman after he refused to work from 5-10-2012 and that he is not aware whether any departmental enquiry was conducted with regard to refusal of work by the workman. There is nothing on record that the workman was issued memo, showcause notice or chargesheet or that any enquiry was conducted for alleged refusal of work/ abandonment of service on the part of the Applicant.

15. The Party II has also examined one Shri Piedade Xavier Colaco, Senior Manager, Marine Maintenance. He asserted that the Party I did not turn up to resume his duties after 5-10-2012. In the cross examination, he stated that it may be correct that the Party I worked till October, 2012 and abandoned the duty from 5-10-2012. He claimed that he does not know whether any memos were issued to the Party I after he abandoned the work, which clearly indicates that the Party I worked till 5-10-2012. Exhibit 15 is the letter of appointment. Clause 16 of the said letter of appointment pertains to 'Cessation of Service and Notice Pay', by which the company could terminate the services of the employee by either party giving one month's notice or one month's pay based on his last drawn basic pay and that such a notice shall not be deemed necessary in case of termination of services on the ground of willful neglect or breach of trust or any other serious dereliction of duty, more specifically mentioned in clause 10, which are prejudicial to the interest of the company. Needless to mention, no notice was issued for termination of his services nor their case is of willful neglect or breach of trust or any other serious dereliction of duty but mere abandonment of services and therefore, the termination of services of the Party I is also in violation of the Appointment letter.

16. There is nothing on record that the Party I abandoned the services voluntarily or failure to perform the duties was with actual or imputed intention on the part of the Party I in order to abandon and relinquish the office. There is also no dispute that the retrenchment of the Party I is in violation of clause 16 of the appointment letter at Exb. 15. The Party II has also not issued one month's notice or pay in lieu thereof and compensation at the time of retrenchment in terms of clause (a) and (b) of Section 25-F or notice to the appropriate Government in prescribed form in terms of clause (c) of Section 25-F of the Industrial Disputes Act. The Party I therefore has proved that his services were verbally retrenched by Party II on 5-10-2012 and that no retrenchment letter with legal dues was issued/paid to him, on the contrary, the Party II has failed to prove that the Party I willfully refused to work on 5-10-2012 and thereafter, left and did not return. It is therefore the above issue No. 1 is answered in the affirmative and issue No. 4 in the negative.

Issue No. 2:

17. Under Section 25-F of Industrial Disputes Act, - *No workman employed in any industry who has been in continuous service for not less than one*

year under an employer shall be retrenched by that employer until—

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]*

18. The Hon'ble Apex Court in the case of **Anoop Sharma vs. Executive Engineer, Public Health Division No.1, 2010 II CLR 1**, has observed in Para 13 thus:

'That no workman employed in any industry who has been in continuous service for not less than one year under an employer can be retrenched by that employer until the conditions enumerated in Clauses (a) and (b) of Section 25-F of the Act are satisfied. In terms of Clause (a), the employer is required to give to the workman one month's notice in writing indicating the reasons for retrenchment or pay him wages in lieu of notice. Clause (b) casts a duty upon the employer to pay to the workman 'at the time of retrenchment', compensation equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months and that section 25-F(a) and (b) of the Act is mandatory and non-compliance thereof renders the retrenchment of an employee nullity'.

19. The witness of the Party II, Shri John Fernandes has admitted in the cross examination that he does not remember having issued any memo, showcause notice or chargesheet after the alleged refusal of work and that no department enquiry was also conducted. It is nobody's case that the Party II gave one month's notice in writing indicating the reasons for retrenchment or pay him wages in lieu of notice in terms of clause (a) or that the Party II paid at the time of retrenchment, compensation which is equivalent to fifteen days' average pay for every completed year of continuous

service or any part thereof in excess of six months in terms of clause (b) and that they issued a notice in prescribed form upon the appropriate Government in terms of clause (c) of Section 25-F of the Industrial Disputes Act. It is therefore the Party II has violated Section 25-F of the Act and once it is held Section 25-F of the Act is violated, the termination/retranchment of the Party I is deemed to be illegal, bad-in-law and unjust, more particular when the provisions of Section 25-F (a), (b) and (c) are mandatory and non compliance thereof renders the retranchment of the employee a nullity. It is therefore the Party I has proved the violation of Section 25-F of the Act and hence, issue No. 2 is answered in the affirmative.

Issue No. 3:

20. In the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., (2013) 10 SCC 324**, the Division Bench of Hon'ble Bombay High Court has held in Para 33 as follows:

33. *The propositions which can be culled out from the aforementioned judgments are: (i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule. (ii) The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the Court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors. (iii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee*

shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments...

21. The Party I in Para 10 of the claim statement has stated that he is unemployed from the date of retranchment till date and that he approached several offices for employment but was not successful in getting the employment. The Party II in Para 9 of the written statement has stated that the state of unemployment of Party I is self inflicted. The Party II failed to lead any evidence to show that the Party I was employed from the date of retranchment till date. The Party II, however in cross examination of the Party I has produced on record a copy of a page of a diary at exhibit 20 wherein an amount of Rs. 2000/- has been shown as advance paid to him. The Party I has admitted that he is aware of 'Ara vessel' but denied that he is the Captain of the said vessel. The Party I was shown the copy of the said document mentioning therein about "Adventure.Trip.Per hour=10,000/- .Advance.Paid=2,000/-". He, however denied that he was paid an advance of Rs. 2000/- by some persons who wanted to have adventure trip on 'Ara Vessel'.

22. The Party I has claimed that the contents of the said documents except his signature are not written by him and he did not accept a sum of Rs. 2,000/- from some unknown person. The said document was a page of a diary dated 15-2-2014, wherein it is mentioned that an advance of Rs. 2,000/- was paid to the Party I as Ship Captain. It is however not known as to who was the person who paid the said amount to the Party I and as to how the said document came in the hands of the Party II as he had denied having received the said amount. The said document therefore remained unproved. In any event, the copy of the page of the diary at Exb. 20 will not show that the Party I is employed or that he was gainfully employed as the captain of the ship of Ara vessel. It is therefore the said document will not help the Party II in any way. The Party I has proved that he is unemployed from the date of retranchment till date. Hence, the issue No. 3 is answered in affirmative.

23. The next question is what reliefs the Party I is entitled to once it is held that the retranchment/ termination is illegal, whether the Party I is entitled for re-instatement with full back wages and continuity in service with consequential benefits attached to the post or adequate compensation in lieu of reinstatement.

24. Ld. Adv. Shri A. Kundaikar for the Party I relying upon the case of **Deepali Gundu Surwase**, supra has submitted that in case of wrongful termination of services, re-instatement with continuity in service with back wages is the normal rule. He further submitted that when an employer is found to be wrong as a result of which the workman is directed to be re-instated, the employer could not shirk his responsibility of paying the wages which the workmen is deprived of by illegal or invalid action or where termination of service is questioned as being invalid or illegal and the workman has to go through the litigation, his capacity to sustain himself through the protracted litigation is itself so precarious that he may not survive to see the day when relief is granted and in support of his contention, he relied upon the case of **Hindustan Tin Works Pvt. Ltd vs. Employees of Hindustan, 1979 2 SCC 80**. He further submitted that the employer is doing flourishing business in river Mandovi and there are about 140 staff in Marine Department. The Party I therefore is entitled for reinstatement with full back wages with continuity in service.

25. Per contra, Ld. Adv. Shri P. Chawdikar for Party II has submitted that the Party I had an unprofessional approach. He was highly offensive, abusive and defiant and would give back answers to senior officials. The Party I was in the habit of entrusting duties assigned to him to other persons. He was rude in his conduct with everybody and was hence given several warnings but he was incorrigible and continued to misbehave. The said kind of conduct cannot be countenanced as it creates a concavity in the work culture and ushers indiscipline in an organization. He further submitted that an amiable atmosphere in an organization develops the work culture and the employer and the employees are expected to remember the same as a precious value for systemic development and due to past record of Party I of staying absent, deficiencies in his performance, obnoxious behaviour, failure to follow directives of his superiors and his negligent nature caused loss to the company and thus the Party II has lost confidence in him and does not wish to take him back for the job as it will be difficult to maintain a cordial relations with Party I thereafter. Relying upon the case of **Kanhaiyalal Agrawal & Others vs. The Factory Manager, Gwalior Sugar Co. Ltd., 2001 TMI SC 105135**, he submitted that an employer is not bound to keep an employee in service with whom relations have reached the point of complete loss of confidence/faith between the two.

26. Ld. Adv. Shri. P. Chawdikar relying upon the cases of (i) **Ruby General Insurance Co. Ltd. vs. Shri P. P. Chopra, 1969 (3) SCC 653**, (ii) **Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Anr., 2009 (4) LLJ 336 (SC)**, (iii) **State of U.P. vs. Presiding Officer, Labour Court and Ors., MANU/UP/1458/ 2017**, has submitted that relief of reinstatement with back wages is not automatic, even if termination of employee has been found to be illegal and may be wholly inappropriate in a given fact situation, even though the termination of an employee is in contravention to the prescribed procedure. He further submitted that relief of reinstatement cannot be granted as a matter of right. The Party I should not be reinstated but be made entitled for monetary compensation considering the facts and circumstances of the present matter.

27. Ld. Adv. Shri P. Chawdikar relying upon the case of **Bhavnagar Municipal Corporation etc. vs. Jadeja Govubha Chhanubha & Anr. 2014 (8) Supreme 353** has also submitted that the Court in appropriate cases grant compensation in lieu of reinstatement keeping in view the length of service rendered by a workman, the wages that he was receiving during that period, which would meet the ends of justice. He further submitted that the Party I had worked for a little over four and half years; he was ready to settle the matter amicably; the past conduct of the workman was not without any blemish; the workman had caused substantial loss to the Party II, which facts have been admitted by him and therefore he is not entitled for reinstatement.

28. Needless to mention, in the case of **Kanhaiyalal Agrawal & Others**, supra, the Apex Court has observed that what must be pleaded and proved to invoke the principle of 'loss of confidence' is whether (i) the workman is holding a position of trust and confidence; (ii) by abusing such position, he commits acts which results in forfeiting the same; and (iii) to continue him in service would be embarrassing and inconvenient to the employer, or would be detrimental to the discipline or security of the establishment and all the above three aspects must be present to refuse reinstatement on ground of loss of confidence. Loss of confidence cannot be subjective based upon the mind of the Management. Objective facts which would lead to a definite inference of apprehension in the mind of the Management regarding trustworthiness or reliability of the employee must be alleged and proved. Else, the right of reinstatement ordinarily available to the employee will be lost.

29. In case of **Ruby General Insurance Co. Ltd.**, supra, the Hon'ble Supreme Court has held that before granting reinstatement, the Court must weigh all the facts and exercise discretion whether to grant reinstatement or to award reinstatement. In Para 6, the Apex Court has observed that the normal rule is that in cases of invalid orders of dismissal, industrial adjudication would direct reinstatement of a dismissed employee. Nevertheless, there would be cases when it would not be expedient to adopt such a course. Where, for instance, the office of the employer was comparatively a small one and the dismissed employee held the position of the secretary, a position of confidence and trust, and the employer had lost confidence in the concerned employee, reinstatement was held to be not fair to either party.

30. In case of Jagbir Singh, supra, the Apex Court has held that the relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation, even though the termination of the employee is in contravention of the prescribed procedure. In Para 7, the Apex Court observed thus:

7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

31. In case of **State of U.P.**, supra, the Allahabad High Court has held that the Labour Court ought to consider the case of the workmen on all the factors and could have granted the relief of reinstatement only after recording appropriate findings on those factors. In Para 26 to 28, the Hon'ble High Court has observed thus:

26. Thus, the award of reinstatement of the respondent, a muster roll employee is contrary to law as it has been made upon a belated reference and the Labour Court has exercised its discretion to grant relief of reinstatement

without first applying its mind to all relevant factors as laid down by the Supreme Court in the case of Assistant Engineer, Rajasthan State Agriculture Marketing Board, Sub Division, Kota vs Mohan Lal, reported in MANU/SC/0807/2013 including "(i) mode and manner of appointment; (ii) nature of employment; (iii) length of service; (iv) Ground on which termination was being set aside, (v) delay in making the reference."

27. The Labour Court ought to have considered the case of the respondent workman on all of above factors and could have granted relief of reinstatement only after recording appropriate findings on those factors.

28. Had the Labour Court considered the case on the aforesaid parameters, as it was indeed obliged to, then, on admitted facts as discussed above, relief of reinstatement could not have been granted to the respondent. Only relief to which the respondent was entitled to was of compensation. It being an undisputed case that the respondent workman had worked for more than 240 days in the twelve calendar months immediately preceding his disengagement, the Labour Court ought to have considered the claim for compensation in that light.

32. In case of **Bhavnagar Municipal Corporation, etc.**, supra, it has been held by the Apex Court in Para 16 as follows:

16. The case at hand, in our opinion, is one such case where reinstatement must give way to award of compensation. We say so because looking to the totality of the circumstances, the reinstatement of the respondent in service does not appear to be an acceptable option. Monetary compensation, keeping in view the length of service rendered by the respondent, the wages that he was receiving during that period which according to the evidence was around Rs. 24.75 per day should sufficiently meet the ends of justice. Keeping in view all the facts and circumstances, we are of the view that award of a sum of Rs. 2,50,000/- (Rupees two lacs fifty thousand only) should meet the ends of justice.

33. It is thus clear from the conspectus of the citations relied by the parties that in cases of wrongful termination of service, reinstatement with continuity in service and back wages is the normal rule, although it is not automatic, except when the industry might have been closed down or in severe

financial doldrums; the workman concerned might have secured better or other employment elsewhere, where reinstatement is impossible and a host of factors like (i) the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, (ii) nature of appointment namely, whether adhoc, short term, daily wage, temporary or permanent in character, (iii) any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages, (iv) length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at his age and the qualification possessed by him he may not be in a position to get another employment, and (v) the nature of employment as held in the case of **Deepali G. Surwase**, *supra*.

34. In the instant case, although Party I proved that on 5-10-2012 his services were verbally retrenched by Party II and that his retrenchment is illegal and in violation of Section 25-F of the Industrial Disputes Act, the Party I would not be entitled automatically for reinstatement and payment of full back wages, but would be entitled for monetary compensation, more particularly when it has come on record that Party I was ready to settle the matter amicably and demanded an amount of Rs. 5,00,000/- as total compensation. The Party I in the cross examination has admitted that he was called by Party II for settlement after the present reference was sent to the Court and he had gone there along with his friend and met Shri John Fernandes and Deep Saxena and they were ready to pay him maximum amount of Rs. 1,00,000/- and that he refused on the ground that he needed the job and not the amount and as they told him that he would not be reemployed, he demanded a sum of Rs. 5,00,000/- as well as the amount of whatever was due to him towards final settlement, which they refused. It is therefore evident that Party I was ready to settle the matter amicably, but there was dispute regarding the amount of total compensation, which clearly suggests that he was not keen in getting reinstatement but was interested in getting monetary compensation from the management.

35. Moreover, the conduct of Party I during the course of employment was not overboard or unblemished as seen from the cross examination of Party I. The Party I has admitted that when he was

working as junior boat driver, he was issued a memo by Mr. John Fernandes for damaging the engine of the boat and also for navigating the boat in a fast speed. To the suggestion that it was also mentioned in the memo that due to damage to the engine of the boat, the company had suffered huge loss, he claimed that he does not recollect. He, however claimed that he did not send a reply to the memos. Exhibit 31 and 32 are the memos dated 8-8-2012 and 23-1-2012 respectively issued to the Party I. The first memo was issued as Party I was coming late for duty and had not informed the supervisor and has been sending some other staff to cover his absence and inspite of number of verbal warnings; he has been remaining absent frequently. The other memo dated 23-1-2012 is with regard to negligence of work allotted to him, misbehaviour, lack of discipline, disrespect to seniors and unacceptable dressing code at the work place. It is also stated that due to his negligence, they had suffered a huge financial loss on account of major break down of the vessel but has not changed in his behaviour. The fact that memos were issued and that there was damage to the engine boat and due to which there was heavy loss to the company have not been denied by him.

36. The Party I, Shri Gautam Volvoikar in cross examination has admitted that he was suspended for 10 days without pay with effect from 17-4-2012 by letter dated 17-4-2012 at Exb. 19. He also admitted that in terms of the said letter dated 17-4-2012 at Exb. 19, he was suspended because he was leaving the place of work without informing anyone, was insubordinate to his superiors and that he had not shown any improvement despite verbal warnings in the past. He, however denied the suggestion that he was giving back answers to his superiors, however admitted that he was told by his superior, Shri John Fernandes not to put ponytail so also not to wear heavy ornaments, such as bracelets, chains, etc. while on duty. He also admitted that the above warning was given by Shri John Fernandes twice and that Shri John had to warn him on the second occasion as inspite of his first warning, he repeated his acts. The witness of Party II, Shri John Fernandes also claimed that they had a lot of trouble with Party I on account of his unprofessional approach and weird ways and that he was always offensive, defiant, giving back answers and was highly insubordinate to his superiors and he personally requested him to mend his ways, but he refused.

37. The witness, Shri John Fernandes also claimed that the Party I was verbally pulled up a number of times, however he did not abide by the

norms of the company and continued being rude and highly irregular in his attendance. He also stated that the Party I was highly careless and negligent to his duty and had caused huge loss to the company but was let off after giving stern warnings. He also stated that the Party I was suspended for some time and served a memo for insubordination and absenteeism. The said case has also been echoed by Shri Piedade Xavier Colaco, Sr. Manager-Marine Maintenance. He also claimed that the Party I was rude in his conduct towards his superiors as well as towards his fellow employees and that he had rebuked him on number of occasions verbally but he continued with his offensive behaviour, so also that the Party I was highly careless and negligent towards his duty and caused huge loss to the company and he was forced to issue him memos. The above evidence coupled with the admission by the Party I in the cross examination along with the documents clearly show that the conduct of Party I was not conducive for smooth running of the business of Party II.

38. The Party I who was appointed as a Seaman in Marine Department of Party II was bound to abide by the rules and regulations of the company and promote the company's interest and earn management's confidence by projecting a sense of responsibility in all his assignment maturely in his relationship and a high level of commitment to the organization and conduct himself in a manner befitting his position. He was also bound to be terminated, if found guilty for a breach of any of the conditions of the employment including gross insubordination, insolence, willful neglect of duty and breach of trust and dishonesty. The evidence on record shows that the Party I who was in the employment for less than four years was suspended once, issued warnings verbally as well as in writing on many occasions, caused heavy loss to the vessel by navigating it negligently, was found giving back answers, was found sporting unbecoming hairstyle and jewelry, coupled with extremely negligent attitude towards the job, and was also extremely rude towards his seniors. The Party I by committing the above acts has forfeited the trust and confidence reposed in him and to continue him in service would be embarrassing and inconvenient to the employer and would be detrimental to the discipline, which would disentitle the Party I for reinstatement in employment. However, the Party I would be entitled for compensation.

39. The next question is what should be the compensation to be paid to the Party I and the Apex Court in the case of **O. P. Bhandari Vs. Indian**

Tourism Development Corporation Ltd. and Others, (1986) 4 SCC 337, has held that in appropriate case, such compensation in lieu of reinstatement can be to the extent of 3.33 years salary including allowances, besides the usual retirement benefits as well as cost and while doing so, the Apex Court had noticed that the then prevailing rates of bank interest was 15% p.a. and had found that the award of compensation, equivalent to 3.33 years service, would yield 50% of the annual salary and other allowances to the employee. The Party I has stated that he was promoted as Boat Driver Junior w.e.f. 1-8-2011 and the remuneration was revised to gross salary of Rs. 12,000/- per month. The said fact has not been disputed by Party II.

40. There is no dispute that the claim of Party I that the Party II refused him employment with effect from 5-10-2012 has been sufficiently proved. However, considering the past conduct of Party I as stated above 60% back wages would be appropriate including the retrenchment compensation, gratuity, etc. There cannot be any dispute that in arriving at the amount of compensation, a reasonable guess work and approximation, is inherent and unavoidable. The Party I is entitled for an amount of Rs. 1,12,000/- towards one month's salary, gratuity and retrenchment compensation and another amount of Rs. 60,000/- towards leave and bonuses. There cannot be any quarrel that the Party I was out of service for 58 months, that is from 5-10-2012 till date, He is therefore entitled for back wages as stated above, which would work out to Rs. 5,89,600/- (Rupees Five lakh eighty nine thousand six hundred only) for 58 months of unemployment and therefore equity demands taking into overall consideration that monetary compensation of Rs. 5,89,600/- (Rupees Five lakhs eighty nine thousand six hundred only) would serve ends of justice, which would be just, proper and equitable in the facts and circumstances of the case. Hence, the above issue is answered accordingly.

41. In the result, I pass the following:

ORDER

- i. The application filed by Party I workman under Section 2-A(2) of the Industrial Disputes Act stands allowed.
- ii. It is hereby held that the action of the Party II in retrenching the services of Party I, Shri Gautam Volvoikar with effect from 5-10-2012 is illegal and unjustified.

- ## AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 22-07-2015, bearing No. 28/12/2015-Lab/721, referred the following dispute for adjudication to this Labour Court II, Panaji-Goa.

2. If not, what relief the Workman is entitled to?"

No. 28/9/2017-LAB/Part-I/695

2. On receipt of the reference, a case was registered under No. LC-II/IT/16/2015 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 05-02-2016 at Exhibit 7. The facts of the case, in brief, as pleaded by the Workman are that he joined in the services of the Employer/Party-II (for short "Employer") as 'Peon' since 22-03-2012. He stated that he was working with the Employer since 22-03-2012 continuously till 08-10-2013. He stated that as a 'peon', he was performing the duties such as to open the door of the premises of the Village Panchayat at 9.30 a.m. every day, to carry out the duties of cleaning the office tables, keeping the files in order, hand over letters to the concerned persons, taking the delivery of letters to concern members visiting the BDO office and assisting the Secretary, Sarpanch and Clerks of the Employer Panchayat in day to day work. He stated that the day to day instructions were given to him by the Secretary of the Panchayat. He stated that he was working under the overall supervision and control of the Secretary of the Employer Panchayat. He stated that his last drawn salary was Rs. 12,560/- p.m.

Georgina Saldanha, Under Secretary (Labour).
Porvorim, 6th October., 2017.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. LC-II/IT/16/15

Shri Paulo Pedro Fernandes,
Rep. by the General Secretary,
Goa Trade and Commercial
Workers' Union,
2nd Floor, Velho's Bldg.,
Panaji-Goa. ... Workman/Party-I.

 V/s

The Sarpanch,
Village Panchayat of Khajane,
Amerem, Porascodem,
Pernem-Goa ... Employer/Party-II.

Workman/Party-I represented by Adv. Shri Suhas Naik.

Employer/Party-II represented by Adv. Shri G. Shetye.

Panaji, Dated: 16-08-2017.

3. He stated that he was recruited by inviting applications from the general public by issuing advertisements in the newspapers. He stated that pursuant to the advertisement published by the Employer, he applied for the post of peon. He stated that after going through the entire process of recruitment, he was selected for the post of peon. He stated that he was issued an offer of appointment letter dated 22-12-2011 by the Employer. He stated that he accepted the said letter of offer of appointment by his letter dated

22-12-2011 and resumed for his duties, after undergoing the medical fitness certificate. He stated that he had also submitted the character certificate at the time of his joining. He submitted that the entire recruitment process was done on the recommendation of department of selection committee.

4. He stated that after working for more than one and half year, his services were terminated by the Sarpanch of the Employer by office order dated 08-10-2013 with intimation to the Director of Panchayat as well as Block Development Officer. He submitted that the termination of his service is illegal, unjustified and bad-in-law. He submitted that no opportunity of being heard was offered to him at the time of termination of his services and as such the termination of his service is in violation of the principles of natural justice. He submitted that no legal provisions of whatsoever nature has been followed prior to termination of his services. He therefore submitted that the summery termination of his services is therefore illegal and bad-in-law. He submitted that presently he is unemployed and have no source of income to maintain himself and his family. He submitted that he has tried to secure employment at many places however, he has not been able to get any gainful employment. The Workman therefore prayed that the termination of his services w.e.f. 08-10-2013 be held as illegal, unjustified and bad-in-law and the Employer Panchayat be directed to reinstate him in its services with full back wages, continuity in services and all other consequential benefits.

5. The Employer resisted the claim of the Workman by filing its written statement on 11-03-2016. The Employer stated that the anti-corruption bureau of the Directorate of Vigilance had received a complaint from Shri Sajjan S. Haldankar, resident of H. No. 359, Halandankarwada, Poroscodem, Pernem, Goa, with respect to illegal appointment of the Workman for the post of peon in the office of the Employer Panchayat. The Employer submitted that on receiving the complaint, the vigilance department conducted an enquiry. The Employer submitted that in the vigilance enquiry, it is revealed that the process of selection appeared to be farcial and therefore the appointment is fraudulent. The Employer stated that the Government has therefore decided to cancel the appointment of the Workman for the post of peon in the Employer office. The Employer submitted that the decision of the vigilance department was conveyed to the Directorate of Panchayat, Govt. of Goa, vide its letter dated 12-09-2013. The Employer submitted that the

Directorate of Panchayat, Govt. of Goa in turn directed the Employer Panchayat to cancel the appointment of the Workman, vide its letter dated 04-10-2013. The Employer submitted that as per the directions of the Directorate of Panchayat, Government of Goa, it has cancelled the appointment of the Workman with immediate effect from 08-10-2013, vide its order dated 08-10-2013 and was relieved the Workman from his duties as peon from the same day. The Employer therefore submitted that it has acted as per the provisions of law. The Employer therefore submitted that the claim of the Workman be dismissed.

6. Thereafter, the Workman filed his Re-joinder on 05-07-2016 at Exb.-11. The Workman, by way of his Re-joinder, confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Employer in the Written Statement, which are contrary to the statements and averments made by him.

7. Based on the pleadings filed by the respective parties herein above, this court framed the following issues on 14-09-2016 at Exb.13.

1. Whether the Workman/Party I proves that the action of the Employer/Party II in terminating his services w.e.f. 08-10-2013 is illegal and unjustified?
2. Whether the Employer/Party II proves that it has terminated the services of the Workman w.e.f. 08-10-2013 pursuant to the report of the vigilance department in terms of provisions of law?
3. Whether the Workman/Party I is entitled to any relief?
4. What Order? What Award?
8. My answers to the aforesaid issues are as under:
 - (a) Issue No. 1 : In the Affirmative.
 - (b) Issue No. 2 : In the Negative.
 - (c) Issue Nos. 3 & 4 : As per final order.

REASONS

I have heard the oral arguments of Ld. Adv. Shri Suhas Naik, appearing for the Workman as well as Ld. Adv. Shri G. Shetye, appearing for the Employer.

9. Ld. Adv. Shri Suhas Naik, representing the Workman during the course of his oral arguments submitted that the Workman was employed with

the Employer Panchayat as Peon w.e.f. 22-03-2012 after following due process of recruitment. He submitted that the Workman worked with the Employer Panchayat continuously w.e.f. 22-03-2012 till the illegal termination of his services w.e.f. 08-10-2013. He submitted that the Workman was suddenly terminated vide letter of the Employer Panchayat dated 08-10-2013 without giving him an opportunity of being heard in the matter. He submitted that the termination of services of the Workman has cast a stigma on the employability of the Workman. He submitted that the Employer also failed to comply with the mandatory provisions of Section 25-F of the I.D. Act, 1947. He submitted that the sudden termination of the Workman w.e.f. 08-10-2013 is in violation of the principles of natural justice. He submitted that the Workman is not gainfully employed from the date of illegal termination of his services. He therefore, prayed that the termination of services of the Workman w.e.f. 08-10-2013 be declared as illegal, unjustified and bad-in-law and the Workman be reinstated in the services of the Employer Panchayat with continuity in service and full back wages and consequential relief. He relied upon a judgment of Hon'ble Supreme Court of India in the case of Santosh Gupta v/s. State Bank of Patiala, reported in 1980 AIR 1211.

10. On the contrary, Ld. Adv. Shri G. Shetye, representing the Employer Panchayat, during the course of his oral arguments submitted that the Employer Panchayat has terminated the services of the Workman w.e.f. 08-10-2013 in accordance with the letter of the Directorate of Panchayat, Govt. of Goa, dated 04-10-2013 and as such the termination of service of the Workman w.e.f. 08-10-2013 is legal and as such the Workman is not entitled to any relief.

I have considered the oral submissions advanced by the Ld. Advocates appearing for the respective parties. I have also carefully perused the entire records of the present case and is of the considered opinion as under.

11. Issue Nos. 1 and 2:

I am deciding issue No. 1 and 2 simultaneously as both the said issue No. 1 and 2 are co-related to each other.

Undisputedly, the Workman was appointed by the Employer Panchayat w.e.f. 23-12-2011 as Peon on probation. It is also not in dispute that the Workman was appointed by the Employer Panchayat by publishing an advertisement in daily newspaper calling applications for the post of peon

from the general public. In pursuance to the said advertisement published in the daily newspaper, the Workman applied for the post of peon. In pursuance to his application for the post of peon, the Employer issued a call letter for interview to the Workman, vide its letter dated 23-11-2011 and was also selected for the post of peon. In pursuance to the offer of appointment letter dated 22-12-2011, he joined the services of the Employer Panchayat as peon w.e.f. 23-12-2011 and submitted his character certificate as well as medical fitness certificate in fulfillment of pre-conditions.

12. Undisputedly, the Workman worked with the Employer Panchayat as peon continuously w.e.f. 23-12-2011 till the date of termination of his service w.e.f. 08-10-2013. The services of the Workman was terminated w.e.f. 08-10-2013 by order of the Employer Panchayat dated 08-10-2013. Upon careful perusal of the said order of termination of the Workman at Exb. 29, it is noticed that the service of the Workman has been terminated as per the directions of the Director of Panchayat, Government of Goa. The Employer, pleaded that the service of the Workman has been terminated on account of the process of selection appeared to be farcical and fraudulent in a vigilance enquiry conducted by the vigilance department on the complaint of Shri Sajjan S. Haldankar, r/o. Haldankarwada, Porscadem, Pernem, Goa. The Employer also led oral evidence in support of its aforesaid pleading by examining its Sarpanch, namely Shri Satyawar Gaonkar as its sole witness. The Workman challenged the said oral evidence of the Employer by contending to be false and baseless during the course of cross-examination of the sole witness of the Employer. It was therefore necessary to prove the said fact by cogent evidence. The Employer has however, failed to examine any of the authority of the vigilance department who had conducted an enquiry pertaining to the appointment of the Workman nor produced on record areport of the vigilance enquiry allegedly conducted by the vigilance department to substantiate its aforesaid pleadings/oral evidence. There is nothing on record to show that the Workman was made a party to the said alleged vigilance enquiry. Hence, in the absence of any cogent evidence on record, it is held that the Employer failed to prove that it is revealed that the appointment of the Workman was farcical as well as fraudulent in a vigilance enquiry conducted by the vigilance department.

13. Neither the Employer disputed that the Party I is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947 nor disputed that it is an 'industry' within the meaning of Section 2 (j) of the

I.D. Act, 1947. Upon careful perusal of the termination order issued to the Workman, which is on record at Exb. 29, it reveals that the services of the Workman has been terminated by the Employer otherwise than as a punishment inflicted by way of disciplinary action. The termination of service of the Workman also does not amounts to voluntary retirement or as a result of non-renewal of contract of employment on its expiry or on the ground of continued ill-health. Thus, the termination of service of the Workman amounts to retrenchment as defined u/s 2 (oo) of the I.D. Act, 1947. It is not in dispute that the Workman was continuously in the employment of the Employer Panchayat for more than one year preceding the date of termination of his services. The Employer Panchayat was therefore required to comply Section 25-F of the I.D. Act, 1947 at the time of termination of services of the Workman. Section 25-F of the I.D. Act, 1947 reads as under:

“25-F. Conditions precedent to retrenchment of workmen. – No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) *the Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”*

14. In the case in hand, it is clear that the Workman was in continuous employment of the Employer Panchayat for more than one year at the time of retrenchment of his services. Neither the Workman was issued one month's notice nor paid one month salary in lieu of notice nor paid retrenchment compensation at the time of termination of his services. There is nothing on record to show that the Workman was even heard after the recruitment process at any stage before being terminated from services on account of allegedly being found to be farcical and fraudulent

in a vigilance enquiry conducted by the vigilance department. The action of the Employer is therefore unjustified and in breach of the principles of natural justice. Hence, it is held that Workman proved that the action of the Employer Panchayat in terminating his services w.e.f. 08-10-2013 is illegal, unjustified and bad-in-law. The issue No. 1 is therefore answered in the affirmative and issue No. 2 is answered in the negative.

15. Issue No. 3:

While deciding the issue No. 1 herein above, I have come to the conclusion and held that the action of the Employer in terminating the services of the Workman w.e.f. 08-10-2013, is illegal and unjustified.

16. In the case of **Deepali Gundu Surwase v/s. Kranti Junior Adhyapak Mahavidyalaya (D. ED.) and Ors., reported in (2013) 10 SCC 324**, the Hon'ble Apex Court has held that if the order of termination is void ab initio, the Workman is entitled to full back wages. The relevant para of the decision is extracted hereunder:

“22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer–employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim

full back wages. If the employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back wages to an employee, who has suffered due to an illegal act of the employer would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back wages including the emoluments."

17. The principle laid down by the Hon'ble Apex Court is well recognized and is also applicable to the case in hand. In the case in hand, the Workman was in the employment of the Employer continuously w.e.f. 22-03-2012 till he was illegally terminated from service w.e.f. 08-10-2013. The Workman pleaded that he is not gainfully employed and has no source of income to maintain himself and his family. The Workman also pleaded that he tried to secure gainful employment at many places, however, he could not secure any gainful employment. The Workman also led oral evidence in support of his aforesaid statement. The said oral evidence of the Workman remained unchallenged for want of denial. The service of the Workman has been terminated without any of his fault. Hence, the Workman is entitled to reinstatement in service with full back wages and continuity in service.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the Village Panchayat of Khajane, Amerem, Porascodem, Pernem, Goa, in terminating the services of Shri Paulo Pedro Fernandes, Peon, with effect from 08-10-2013, is illegal and unjustified.
2. The workman, Shri Paulo Pedro Fernandes, is therefore entitled for full back wages from the date of his termination of services w.e.f. 08-10-2013 along with continuity in service and all other consequential benefits thereof.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Addendum

No. 24/18/2011-LAB/694

Read: 1) Notification No. 24/18/2011-LAB/140 dated 07-03-2017.

In Government Notification read at preamble, the following documents shall be added to list of supporting document at serial No. 3:

List of supporting document

* **Identification Proof**

PAN Card/Driving Licence/Aadhar Card, Passport Copy, etc.

* **In case of Partnership Firm**

Partnership Deed.

* **In case of Private Limited Company**

Memorandum of Article of Association.
List of Board of Directors with address.

* **If Principal Employer is Government Establishment**

Work Order.

Agreement executed between the Principal Employer and Contractor.

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 6th October, 2017.



Department of Law & Judiciary

Law (Establishment) Division

Notification

No. 8/21/2017-LD(Estt.)/1451

In exercise of the powers conferred by Section 78 A of the Registration Act, 1908 (16 of 1908), as in force in the State of Goa, the Government of Goa, being satisfied that it is necessary in the public interest so to do, hereby remits the fee of Rs. 4,20,000/- (Rupees four lakhs twenty thousand only), payable under the said Act, in respect of the registration of a Deed of Sale pertaining to the Plot No. 17 admeasuring an area of 502.00 square metres surveyed under Survey No. 18, Sub-Division No. 4 of Village Queula, Taluka of Ponda, District of South Goa, State of Goa alongwith a builtup area of approximately 192 square metres bearing House No. 234 registered in the Village Panchayat of

Queula, to be executed in favour of the Shree Shantadurga Shikshan Samiti, Kavale, Ponda.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Estt.).

Porvorim, 6th October, 2017.

Department of Legal Metrology

Office of the Controller, Legal Metrology

Order

No. 2/45/87-CLM/665/1918

Consequent upon retirement on 30th September, 2017 (a.n.) of Shri D. P. Kholkar, Controller, Legal Metrology, Shri K. B. Kossambe, Assistant Controller, Legal Metrology, Central Laboratory/Packaged Commodities, Porvorim, shall hold the charge of the post of the Controller, Legal Metrology, on officiating basis and carry out the current duties with effect from 01-10-2017 (b.n.) in addition to his own duties until further orders.

By order and in the name of the Governor of Goa.

Govind Jaiswal, Secretary (Legal Metrology).

Porvorim, 12th October, 2017.

Department of NRI

Office of the Commissioner for NRI Affairs

Order

No. OEAG/1(1)/06/17-18/374

In exercise of the powers vested under Rule 4 of the Rules and Regulations of the Overseas Employment Agency of Goa (Registered as a Society under the Societies Registration Act, 1860), the Government of Goa is pleased to reconstitute the General Body of the Agency as under, with immediate effect and until further orders:-

- | | | |
|--|-----|----------------------|
| 1) Commissioner for NRI Affairs | ... | Ex officio Chairman. |
| 2) Chairman of the Executive Committee | ... | Vice Chairman. |
| 3) Secretary to Government (NRI Affairs) | ... | Member. |
| 4) Secretary to Government (Higher & Tech. Edu.) | ... | Member. |
| 5) Secretary to Government (Labour) | ... | Member. |
| 6) Joint/Addl. Secretary (Finance) | ... | Member. |
| 7) Director of Higher Education | ... | Member. |

- | | | |
|---|-----|-------------------|
| 8) Director of Technical Education | ... | Member. |
| 9) Commissioner, Labour & Employment | ... | Member. |
| 10) State Director of Craftsmen Training | ... | Member. |
| 11) Supdt. of Police, Bureau of Immigration | ... | Member. |
| 12) Regional Passport Officer, Goa | ... | Member. |
| 13) Representative from Government of India, Ministry of External Affairs, OIA-I, New Delhi (Not below the Rank of Under Secretary) | ... | Member. |
| 14) Representative from Directorate General of Shipping in Goa | ... | Member. |
| 15) Shri Shailesh Pai, Santa Cruz, Goa | ... | Member. |
| 16) Shri Tulsidas Madkaikar, Mercedes, Goa | ... | Member. |
| 17) Director of Accounts | ... | Treasurer. |
| 18) Director for NRI Affairs | ... | Member Secretary. |

By order and in the name of the Governor of Goa.

Padma Jaiswal, IAS, Secretary (NRI).

Porvorim, 12th October, 2017.

Order

No. Comm/NRI/601/17-18/241

Pursuant to Note No. 1-4-2017/CM/387 dated 17-07-2017 from the Hon'ble Chief Minister, Shri Milind S. Naik, MLA (Mormugao) and resident of E-1, Electricity Bungalow, opposite Ship Building Institute, Bogda, Vasco-da-Gama, Goa is hereby appointed as the Commissioner for NRI Affairs, Government of Goa, with Rank and Status of a Cabinet Minister, with immediate effect.

By order and in the name of the Governor of Goa.

Padma Jaiswal, IAS, Secretary (NRI).

Porvorim, 18th July, 2017.

Order

No. Comm/NRI/601/17-18/243

The Government is pleased to appoint Shri Milind S. Naik, MLA (Mormugao), resident of Bogda, Vasco-da-Gama, Goa as the Commissioner for NRI Affairs, Government of Goa, with Rank and Status of a Cabinet Minister, with immediate effect, pursuant to Note No. 1-4-2017/CM/387 dated 17-07-2017 from office of the Hon'ble Chief Minister.

This Order supersedes previous Order No. Comm/NRI/601/17-18/241 dated 18-07-2017.

By order and in the name of the Governor of Goa.

Padma Jaiswal, IAS, Secretary (NRI).

Porvorim, 18th July, 2017.

Department of Official Language

Directorate of Official Language

Order

No. 1/76/2016/DOL/Adm/Revival/1089

With the approval of the competent authority, one post of Deputy Director, Group 'A' Gazetted in the pay scale of Rs. 8,000-13,000 (pre-revised), created vide Order No. 1-2001-DOL-Part(2)/113 dated 29-03-2004 during the establishment of Directorate of Official Language, declares to be abolished with immediate effect for having remained vacant w.e.f. 29-03-2004 due to non finalization of Recruitment Rules.

This is issued in terms of guidelines contained in Office Memorandum No. 8/3/2006 Fin (R&C) (Part-I) (B) dated 30-11-2016 issued by the Department of Finance (Revenue & Control), Government of Goa.

The sanction of abolition is conveyed in view of the approval vide U.O. No. 6916/F dated 11-09-2017.

Dr. Prakash Vazrikar, Director & ex officio Joint Secretary (Official Language).

Panaji, 14th September, 2017.

Department of Personnel

Order

No. 5/3/2017-PER

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(1)/2017/842 dated 24-08-2017, the Governor of Goa is pleased to promote and appoint under Rule 17 of Goa Civil Service Rules, 2016, read with Rule 8(b) of the said Rules, the following Officers holding the posts included in Schedule-II of the said Rules to Junior Scale Post of Goa Civil Service, Group 'A' Gazetted, in the Level 10 of Pay Matrix with immediate effect:-

1. Smt. Smita S. Hede.
2. Shri Shashikant C. Bhamaikar (SC).
3. Smt. Shaila G. Bhonsle (SC).

4. Smt. Bevin da Monteiro e Dias.
5. Smt. Georgina Saldhana.
6. Smt. Shivanee Borkar (SC).
7. Shri P. D. Halarnkar (SC).
8. Shri Gurudas S. T. Desai.
9. Smt. Roshell Aurita Fernandes.
10. Smt. Snehal Shivram Prabhu.
11. Smt. Nathine Stevea Araujo.
12. Smt. Tupti Manikrao Rane alias Manerkar.
13. Shri Uday Rama Prabhu Dessai.
14. Smt. Nayan Moroscar, Superintendent of Excise, Excise Dept.
15. Shri Navnath K. Naik.
16. Smt. Deepti Kankonkar @ Milan Kankonkar.

The Officers shall be on probation for a period of two years from the date of their joining. The pay of the Officers shall be fixed as per CCS (RP) Rules, 2016.

The following Officers holding the post included in Schedule II of Goa Civil Service Rules, 2016, are promoted to Junior Scale posts of Goa Civil Service, Group 'A' Gazetted, in the Level 10 of Pay Matrix, on officiating basis with immediate effect:

- 1) Shri A. S. Mahatme.
- 2) Shri Ramesh P. Naik.
- 3) Smt. Darshani Samir Dessai.
- 4) Shri Amir Yeshwant Parab.
- 5) Shri Raju Rogunath Dessai.

Shri A. S. Mahatme, Shri Ramesh P. Naik, Smt. Darshani Samir Dessai, Shri Amir Yeshwant Parab and Shri Raju Rogunath Dessai are promoted "on Officiating Basis" against the vacancies of five officers whose recommendations are kept in sealed cover until further orders.

On promotion, the Officers shall continue to hold the post presently held by them until further orders. The instructions for drawing of salary of the above five officers who are promoted "on Officiating Basis" are being issued separately.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 5th September, 2017.

Order

No. 6/2/2015-PER/PF/3048

Ex-post facto approval of the Government is accorded for extension of ad hoc appointment of

the following officer in Senior Scale of Goa Civil Service, for the period indicated against her name:-

Sr. No.	Name of the Officer	Period of extension
1	2	3
1.	Smt. Sharmila Zuzarte	14-09-2017 to 30-09-2017.

This issues with the approval of GPSC conveyed vide their letter No. COM/II/11/42(2)/2014/774 dated 11-09-2017.

By order and in the name of the Governor of Goa.

Raju R. Dessai, Under Secretary (Personnel-I).

Porvorim, 9th October, 2017.

Order

No. 4/12/85-PER-Vol.I/3059

Consequent upon the retirement of Shri Ulhas B. Pai Kakode, Director of Agriculture on 30-09-2017, Shri Nelson X. Figueiredo, Dy. Director of Agriculture shall hold the charge of the post of Director in the Directorate of Agriculture, Panaji on officiating basis with immediate effect in addition to his own duties until further orders.

Shri Figueiredo shall be allowed charge allowances in terms of point 2 of O. M. No. 2/38/75-PER (Vol.III) dated 25-08-2004.

By order and in the name of the Governor of Goa.

Raju R. Dessai, Under Secretary (Personnel-II).

Porvorim, 10th October, 2017.

Order

No. 6/8/2016-PER/2868

In pursuance to Rule 23 of the Goa Civil Service Rules, 2016, the following Junior Scale Officers of Goa Civil Service (direct recruit) mentioned in Column (2) below appointed vide Order dated 27-01-2016 and on probation are hereby drafted for the departmental training to be held from 25th September, 2017 at YASHADA, Baner Road, Pune for one month.

During the training period of the probationers, officers shown in Column (3) shall hold charge of the posts mentioned therein during the training period in addition to their duties until further orders.

Sr. No.	Officer drafted for training	Officer to hold the additional charge
1	2	3
1.	Dr. Geeta Suresh Nagvenkar, 1) Under Secretary to WRD Minister 2) Deputy Director (Admn.), WRD	Shri Ramakant Talkar, Deputy Director (Admn.), Electricity.
2.	Shri Clen Madeira, 1) Chief Officer, Mapusa Municipal Council 2) Deputy Collector & SDM-II, Mapusa	Shri Gaurish Shankhwalkar, Deputy Collector & SDM, Mapusa. Shri Gaurish Shankhwalkar, Deputy Collector & SDM, Mapusa.
3.	Shri Rohit Ashok Kadam, 1) Deputy Director (Admn.), Agriculture 2) Joint Director, Information & Publicity	Shri Tushar Halarnakar, Deputy Director (Admn.), AV & VS. Shri Amul Gaunkar, Deputy Director (Admn.), Directorate of Transport.
4.	Shri Akshay Gurunath Potekar, 1) General Manager, GIDC 2) Dy. Registrar of Co.op. Societies (Admn.)	Shri Pradeep Naik, Asst. Director (Admn.), Industries

1	2	3
5.	Smt. Neha Amey Naik Panvelkar, 1) Asst. Director of Mines-I 2) Asst. Director of Mines-III	Shri Manuel Baretto, Asst. Director of Mines-II. Shri Manuel Baretto, Asst. Director of Mines-II.
6.	Shri Deepesh Narayan Priolkar, 1) Deputy Collector & DRO, South 2) Administrator of Comunidade, South Zone	Smt. Roshell Fernandes, Deputy Collector (LA), South. Smt. Roshell Fernandes, Deputy Collector (LA), South.
7.	Shri Ajay Ramchandra Gaude, 1) Deputy Director-II, GMC 2) Deputy Director (Admn.) GMC (held by him during the leave period of Smt. Fransquinha Oliveira	Smt. Triveni Velip, Deputy Collector, North-I. Smt. Triveni Velip, Deputy Collector, North-I.
8.	Shri Kapil Chandrakant Phadte, 1) Administrator of Comunidade, Central Zone 2) Administrative Officer, Goa State Commission for Protection of Child Rights	Shri Pradeep Nalk, Deputy Director (Admn.), Industries. Smt. Olga Menezes, Asst. Director, Industries.
9.	Shri Kedar Ashok Naik, 1) Deputy Collector, Canacona 2) Chief Officer, Canacona Municipal Council	Shri Sagun Velip, Chief Officer, Quepem Municipal Council. Shri Shankar Barkelo Gaonkar, Chief Officer, Cuncolim Municipal Council.
10.	Shri Prasad Gurudas Volvoikar, 1) Deputy Registrar of Coop. Societies (Tech.) 2) Deputy Director (Admn.), DFDA	Shri P. D. Halarnakar, Deputy Director (Admn.), Forest. Smt. Sheru Shirodkar, Additional Director of Municipal Administration.
11.	Shri Rohan Janardan Kaskar, 1) Administrator of Comunidade, North Zone 2) Asst. Director (Trng.), HT & C	Shri Pravin Hire Parab, Forest Settlement Officer, Valpoi Shri Diwan Rane, Under Secretary, Higher Education.
12.	Shri Taha Idrees Haaziq, 1) O.S.D. in Directorate of Social Welfare 2) Member Secretary, Sanjay School	Shri Satyawar Bhivshet, Asst. Commissioner of Excise. Shri Yeshwant Kamat Khadye, Asst. Director (Admn.), DTE.

With respect to the charge of General Manager, GIDC held by Shri Akshay Potekar is concerned MD, GIDC shall make internal arrangement.

The Officers shall directly report to Dr. Jyotsna Hiremukhe, Course Director in YASHADA, Baner Road, Pune on 24th September, 2017.

None of the above 12 officers drafted for departmental training shall be sanctioned leave during the training period except under unavoidable circumstances. Absence from training will have to be justified in writing.

Punctuality during the entire course, discipline and decorum in the Institute during the training period shall be maintained by the officers.

No errant behaviour on part of trainee, shall be tolerated during the training and if such behaviour is noticed, deemed fit action shall be initiated against the trainee.

The officers are permitted to travel the station anytime after office hours of 22nd September, 2017.

The officers shall travel by bus as an economy measure and will accordingly claim T. A. The T. A. for travel from Goa to Pune and back shall be debited to the Budget Head from where the above officials draw their salary.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 22nd September, 2017.

Order

No. 6/10/2017-PER/Part

On the recommendations of Goa Services Board and with the approval of the Government, the following Senior Scale Officers of Goa Civil Service are transferred and posted with immediate effect, in public interest:-

Sr. No.	Name of the officer and designation	Posted as
1	2	3
1.	Shri Sanjiv Gadkar, Director (Admn.), Goa Medical College	Registrar of Co-operative Societies vice Shri Gurudas Pilarnekar transferred.
2.	Shri Prasad Lolayekar, Member Secretary, Goa Kala Academy	Director of Higher Education.
3.	Shri Dattaram Sardessai, Director of Public Grievances	Director (Admn.), Goa Medical College vice Shri Sanjiv Gadkar transferred.
4.	Shri Levinson Martins, Member Secretary, Goa State Pollution Control Board	Director of Science & Technology with addl. charge of Member Secretary, Goa State Pollution Control Board.
5.	Shri Gurudas Pilarnekar, Registrar of Co-operative Societies	Director of Art & Culture with addl. charge of Member Secretary, Goa Kala Academy vice Shri Prasad Lolayekar transferred.
6.	Shri Melvyn Vaz, Director of NRI	Secretary, Goa State Election Commission vice Smt. Darshana Narulkar transferred.
7.	Smt. Ruhi Redkar, Director of Women & Child Development	Chief Executive Officer, North Goa Zilla Panchayat vice Shri Dashrath Redkar transferred.
8.	Shri Narayan Prabhudessai, Custodian of Evacuee Property	Superintendent of Central Jail, Colvale vice Shri Shamsunder Parab transferred. Shri Prabhudessai shall hold additional charge of the post of Custodian of Evacuee Property.
9.	Shri Dipak Dessai, awaiting posting	Director of Women & Child Development vice Smt. Ruhi Redkar transferred.
10.	Smt. Deepali Naik, Chief Officer, Mormugao Municipal Council	Joint Secretary (Protocol) vice Smt. Sharmila Zuzarte transferred. Smt. Naik shall hold additional charge of the post of Director of Public Grievances vice Shri D. G. Sardessai transferred.
11.	Shri Rajendra Mirajkar, Additional Director of Panchayat-II	Inspector General of Prisons with addl. charge of Addl. Inspector General of Prisons, thereby relieving Shri Siddhivinayak Naik of additional charge.
12.	Shri Shamsundar Parab, Superintendent of Central Jail, Colvale	Director of NRI vice Shri Melvyn Vaz transferred.

1	2	3
13. Shri Surendra Naik, Addl. Collector, Sub-District, Bardez	Additional Director of Panchayat-I vice Smt. Florina Colaco transferred.	
14. Shri Dashrath Redkar, CEO, North Goa Zilla Panchayat	Addl. Collector Sub-District Bardez with addl. charge of SLAO, Mopa Airport vice Shri Surendra Naik transferred.	
15. Shri Agnelo Fernandes, awaiting posting in Senior Scale	Chief Officer, Mormugao Municipal Council vice Smt. Deepali Naik transferred.	
16. Shri Pandharinath Naik, General Manager, DITC	1. CEO, South Goa Zilla Panchayat w.e.f. 01-11-2017 on retirement of Shri K. V. Signapurkar. 2. Member Secretary, Ravindra Bhavan, Margao, with immediate effect thereby relieving Smt. Anjali Sherawat, IAS, of additional charge.	
17 Smt. Florina Colaco, Additional Director of Panchayat-I	Additional Director of Panchayat-II vice Shri Rajendra Mirajkar transferred.	
18 Smt. Darshana Narulkar, Secretary, Goa State Election Commission	General Manager, DITC vice Shri Pandharinath Naik transferred.	

Shri Siddhivinayak Naik, Managing Director of Goa Housing Board, stands relieved from all additional charges.

Shri Jayant Tari, Secretary, Goa Rehabilitation Board, shall hold additional charge of the post of Director (Admn.), Kala Academy, thereby relieving Shri Parag Nagarsekar of additional charge.

Smt. Sharmila Zuzarte shall report to Personnel Department for further posting and shall draw her salary against the post of Leave & Training Reserve.

Shri Pandharinath Naik shall draw his salary against the post of Leave & Training Reserve. Shri Naik shall draw his salary against the post of CEO, South Goa Zilla Panchayat, w.e.f. 01-11-2017, until further orders.

All the above officers shall complete the process of handing over/taking over within three days from the date of issue of order and submit compliance.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 4th October, 2017.

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Department of Power
Office of the Chief Electrical Engineer

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Order

No. CEE/Estt-31-25-88/GPSC/Part/VII/1983

Read: 1) No. CEE/Estt-31-25-88/Part/5634 dated 07-12-2015.

Government is pleased to extend the ad hoc promotion in respect of Smt. Reshma Mathew, Superintending Engineer (Elect.) for the period w.e.f. 07-12-2016 to 06-09-2017.

2. The above extended ad hoc promotion shall not bestow on the officer any claim/right for regular

promotion and the services rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade or for eligibility for promotion to the next higher grade.

3. This issues with the approval of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/16(1)/2013/793 dated 15-09-2017.

By order and in the name of the Governor of Goa.

N. Neelakanta Reddy, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 4th October, 2017.

Department of Public Health

Order

No. 31/11/2005-I/PHD/1889

Government is pleased to constitute the "Hospital Visiting Committee for the Community Health Centre, Tuem, Pernem" under Directorate of Health Services, Panaji-Goa comprising of the following members:

Sr. No.	Name & address of the member	Designation
1	2	3
1.	Shri Jagannath S. Desai	Chairman.
2.	Shri Prakash U. Kambli	Vice-Chairman.
3.	Shri Madhav S. Desai	Secretary.
4.	Shri Rudresh Nagvekar	Jt. Secretary.
5.	Shri Prashant Gadekar	Treasurer.
6.	Shri Narayan Ghanasham Parab	Member.
7.	Shri Suhas U. Naik	Member.
8.	Shri Tatoba Talkar	Member.
9.	Shri Ulhas Shetye	Member.
10.	Shri Manohar Kalsekar	Member.
11.	Shri Sachin D. Kavthankar	Member.
12.	Shri Sameer Mashelkar	Member.
13.	Shri Anand Sawal Desai	Member.
14.	Health Officer, CHC, Pernem	Member Secretary.

The Terms of Reference of the above Committee shall be as under:-

1. The Committee shall visit the hospital once in a month and entertain complaints from the patients, if any and forward the same to the Directorate of Health Services.
2. The Committee shall make suggestions for improvement in functioning of the Hospital.
3. Any other matter to be referred by Health Minister.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 5th October, 2017.

Order

No. 31/11/2005-I/PHD/1890

Government is pleased to constitute the "Hospital Visiting Committee for the Primary Health Centre, Cansarvarnem" under Directorate

of Health Services, Panaji-Goa comprising of the following members:

Sr. No.	Name & address of the member	Designation
1.	Shri Santosh M. Malik	Chairman.
2.	Shri Sanjay N. Tulaskar	Vice-Chairman.
3.	Shri Manohar S. Parab	Secretary.
4.	Shri Vithal Parab	Jt. Secretary.
5.	Shri Shamba Varang	Treasurer.
6.	Shri Narayan Talkatkar	Member.
7.	Shri Baban D'Souza	Member.
8.	Shri Pradip S. Patekar	Member.
9.	Shri Shashikant P. Mahale	Member.
10.	Shri Franky Pereira	Member.
11.	Shri Camil Fernandes	Member.
12.	Shri Babal Parab	Member.
13.	Shri Suresh G. Parab	Member.
14.	Shri Ramesh Palyekar	Member.
15.	Health Officer, PHC, Cansarvarnem	Member Secretary.

The Terms of Reference of the above Committee shall be as under:-

1. The Committee shall visit the hospital once in a month and entertain complaints from the patients, if any and forward the same to the Directorate of Health Services.
2. The Committee shall make suggestions for improvement in functioning of the Hospital.
3. Any other matter to be referred by Health Minister.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 5th October, 2017.

Order

No. 22/5/2003-I/PHD/1949

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/24(1)/2014/866 dated 19-09-2017, Government is pleased to promote the following Junior Paediatrician to the post of Senior Paediatrician under Directorate of Health Services, on regular basis in Level 11 of Pay Matrix on 7th Pay Commission (pre-revised PB-3, Rs. 15,600-39,100 with Grade Pay of Rs. 6,600/-) with pay protection

as per Rules under the Directorate of Health Services with immediate effect:-

1. Dr. Chetna K. Altekar.
2. Dr. Vibha A. Parsekar.

Consequent upon their promotion, they are posted at North Goa District Hospital, Mapusa against the vacant posts which are holding on ad hoc basis.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health).

Porvorim, 6th October, 2017.

Order

No. 13/14/87-IV/PHD/Part-I/1267

Government is pleased to extend the term of adhoc promotion of Dr. John S. L. Rodrigues, Assistant Professor to the post of Professor, Department of Pedodontics, Goa Dental College and Hospital, Bambolim in the Pay Scale of Rs. 37,400-67,000+GP: Rs. 8,700/- for the period with effect from 14-01-2017 to 23-05-2017.

Dr. John S. L. Rodrigues, has been promoted to the post of Professor, Department of Pedodontics, Goa Dental College and Hospital on regular basis w.e.f. 24-05-2017 in same pay scale vide Order No. 11/3/89-IV/PHD/4 dated 24-05-2017.

This issues with the approval of the Goa Public Service Commission vide their letter No. COM/II/11/14(3)/17/709 dated 24-08-2017.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 6th October, 2017.

Order

No. 44/20/2016-I/PHD/1931

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(3)/2016/Part file/867 dated 19-09-2017, the Government is pleased to declare satisfactory completion of probation period of two years of the following Medical Officers under Directorate of Health Services and also to confirm them against the said post with effect from the date of completion

of their probation period indicated below against their names.

Sr. No.	Name of doctor	Date of completion of probation period
1.	Dr. Jose O. A. De Sa, Medical Officer	08-01-1993.
2.	Dr. Vandana R. Dhume, Medical Officer	01-04-1993.
3.	Dr. Meximiano D'Sa, Medical Officer	01-05-1993.
4.	Dr. Surekha Parulekar, Medical Officer	08-01-1993.
5.	Dr. Doreen Noronha, Medical Officer	08-01-1993.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 6th October, 2017.

Order

No. 44/21/2017-I/PHD/1938

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(1)/2015/868 dated 19-09-2017, the Government is pleased to declare satisfactory completion of probation period of two years of the following Ayurvedic Physician under Directorate of Health Services and also to confirm them against the said post with effect from the date of completion of their probation period indicated against their names.

Sr. No.	Name of the Ayurvedic Physician	Date of completion of probation period
1.	Dr. Sameer Sadekar	16-11-2005.
2.	Dr. Deepali Naik	09-06-2006.
3.	Dr. Anjali Kajarekar @ Dessai	13-03-2009.
4.	Dr. Savita Naik	14-03-2009.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 6th October, 2017.

Order

No. 44/21/2017-I/PHD/Part-IV/1939

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(5)/17/858 dated 18-09-2017, the

Government is pleased to declare satisfactory completion of probation period of two years of the following Public Health Dentist under Directorate of Health Services and also to confirm them against the said post with effect from the date of completion of their probation period indicated against their names.

Sr. No.	Name of the Public Health Dentist	Date of completion of probation period
1.	Dr. Nandita Karapurkar @ Nadkarni	27-07-2000.
2.	Dr. Ramnath Panchwadkar	10-04-2004.
3.	Dr. Vedesh Mahadev Jalmi	24-07-2010.
4.	Dr. Rajesh Jorgo Gaonkar	05-07-2011.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 6th October, 2017.

Order

No. 21/18/2000-I/PHD/1975

Read: Government Order No. 21/18/2001-I/PHD dated 11-11-2016.

Government is pleased to accept the notice of the voluntary retirement dated 02-06-2016 tendered by Dr. Charu Padbidri, Medical Officer, Cottage Hospital, Chicalim under Directorate of Health Services in accordance with the provisions of the Rule 48-A of CCS (Pension) Rules, 1972.

Dr. Charu Padbidri stands relieved from the post of Medical Officer under Directorate of Health Services w.e.f. 02-09-2016.

This issues in supersession of the Government Order No. 21/18/2000-I/PHD dated 11/11/2016.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health).

Porvorim, 11th October, 2017.

Order

No. 44/21/2017-I/PHD/Part III/1986

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(7)/2016/877 dated 25-09-2017, Government is pleased to declare satisfactory completion of probation period of two years of the following Senior Pathologists under Directorate of Health Services and also to confirm them against the said post with effect from the date of completion of their probation period indicated against their names.

Sr. No.	Name of the doctor	Date of completion of probation period
1.	Dr. Dwen Joseph Victor Dias, Senior Pathologist	30-09-2011.
2.	Dr. Ciano A.C.W. Fernandes, Senior Pathologist	06-04-2012.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 11th October, 2017.

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